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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
)
MOVIE GALLERY, INC., et al.,¹) Case No. 10-30696 (DOT)
)
Debtors.)
)

**MOTION OF THE DEBTORS FOR ENTRY OF ORDER: (I) APPROVING
AGREEMENT WITH GREAT AMERICAN WF, LLC; (II) AUTHORIZING THE SALE
OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS; (III) APPROVING A BREAK-UP FEE AND
EXPENSE REIMBURSEMENT; (IV) APPROVING THE FORM AND MANNER OF
THE NOTICE; AND (V) GRANTING RELATED RELIEF**

The above-captioned debtors (collectively, the “Debtors”), pursuant to this motion (the “Motion”), hereby move the Court pursuant to sections 105 and 363 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), for entry of an order in substantially the form annexed hereto as Exhibit A: (i) approving procedures for the selection by the Debtors of an exclusive agency agreement (such selected agreement, the “Agency Agreement”) and the Debtors’ execution of and performance under such agreement; (ii) authorizing the sale of certain of the Debtors’ assets free and clear of all liens, claims,

¹ The Debtors in the cases are Movie Gallery, Inc., Hollywood Entertainment Corporation, Movie Gallery US, LLC, MG Real Estate, LLC, and HEC Real Estate, LLC.

encumbrances and interests pursuant to the Agency Agreement; (iii) approving a break-up fee and expense reimbursement payable under the Agency Agreement (the “GA Agreement”) with Great American WF, LLC (“Great American”) to Great American in the event the Debtors select a higher and better offer from a competing bidder; (iv) approving the form and manner of the notice of this Motion; and (v) granting related relief. In support of this Motion, the Debtors respectfully state as follows:

Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157 (b)(2).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief requested herein are sections 105, 363 and 503 of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Background²

Commencement of the Debtors’ Cases

4. On February 2, 2010, (the “Commencement Date”), each of the Debtors filed a petition with the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Bankruptcy Court”) under chapter 11 of the Bankruptcy Code. On February 3, 2010, the Bankruptcy Court entered its Order Directing Joint Administration of the Debtors’ Related Chapter 11 Cases. (Docket No. 64.) The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in

² Certain of the facts and circumstances supporting this Motion are set forth in the Affidavit of Steve Moore, Chief Restructuring Officer of Movie Gallery, Inc. in support of First Day Motions (Docket No. 9; the “First Day Affidavit”).

these chapter 11 cases. On February 8, 2010, the Official Committee of Unsecured Creditors (the “Committee”) was appointed in these cases.

Events Leading to the Commencement of the Debtors’ Cases

5. As of the Commencement Date, the Debtors were one of the largest North American home entertainment specialty retailers. As of the Commencement Date, the Debtors operated approximately 2,600 retail stores located throughout North America. The Debtors rent and sell DVDs and video games through three distinct brands -- Movie Gallery, Hollywood Video and Game Crazy.

6. In 2009, the aggregate annual revenues of the Debtors and their affiliates, including rental revenue and product sales, exceeded \$1.4 billion. Of this amount, approximately 52% was attributed to DVD rentals, 21% to the sale of new and used gaming products, 12% to the sale of previously-rented DVDs and video games, 7% to game rentals, 5% to the sale of concessions and other miscellaneous products, and 3% to the sale of movie-related products and merchandise. As of January 28, 2010, the Debtors and their affiliates employed approximately 19,082 employees, including approximately 3,970 full-time employees and 15,112 part-time employees.

7. Several factors led to the filing of these chapter 11 cases. First, the video rental industry remains highly competitive. The Debtors face direct and increasing competition from competitors such as Blockbuster, Netflix and Redbox and indirect competition from pay-per-view, cable television and big-box retailers who continue to sell DVDs at increasingly lower prices. This direct and indirect competition has reduced traffic into the Debtors’ retail stores, put downward pressure on pricing and thus narrowed the Debtors’ operating margins across each segment of their business. Moreover, as the Debtors’ financial performance deteriorated, a large

and growing number of their store locations began to generate negative cash flows after accounting for payment of rent and other occupancy and operating expenses. Taken together, all of these factors also contributed to the Debtors' inability to comply with various financial covenants under their credit agreements.

Approval to Conduct Store Closing Sales

8. On February 3, 2010, the Debtors filed their Motion of the Debtors for an Order (A) Authorizing the Debtors to Conduct Store Closing Sales, (B) Approving Procedures with Respect to Store Closing Sales (C) Authorizing the Debtors to pay Limited Liquidation and Closure Performance Bonuses, and (D) Authorizing the Debtors to Abandon Certain De Minimis Assets in Connection with Store Closing Sales (Docket No. 20; the "Store Closing Motion"). On February 4, 2010, the Court granted the Debtors' Store Closing Motion (Docket No. 94) and on May 11, 2010 entered its Final Order (A) Authorizing the Debtors to Conduct Store Closing Sales (B) Approving Procedures with Respect to Store Closing Sales, (C) Authorizing the Debtors to Pay Limited Liquidation and Closure Performance Bonuses, and (D) Authorizing the Debtors to Abandon Certain De Minimis Assets in Connection with Store Closing Sales (Docket No. 1099; the "Store Closing Procedures Order"). The Store Closing Procedures Order, among other things: (i) authorizes the Debtors or its agents to conduct store closing sales ("GOB Sales") notwithstanding provisions in any of the Debtors leases limiting the Debtors' ability to do so (Store Closing Procedures Order at ¶ 8); (ii) permits the sale of inventory and other property in connection with such GOB Sales free and clear of all liens, claims and encumbrances (*id.* at ¶ 9); and (iii) establishes a procedure for the resolution of disputes regarding the application of, and the Debtors' and its agents' compliance with, consumer protection laws governing GOB Sales (*id.* at ¶¶ 20-21).

9. Since the entry of the Store Closing Procedures Order, the Debtors have closed (or are now in the process of closing) approximately 1,400 stores, and have liquidated the inventory located in such stores pursuant to the Store Closing Procedures Order. As of the date of this Motion, the Debtors continue to operate 1,296 stores in the U.S. and 181 stores located in Canada.³ Of the 1,296 currently-open U.S. Stores, approximately 270 are in the late phases of liquidation sales, and will be closed shortly. The rest of the currently-open U.S. Stores -- totaling approximately 1,028 -- would be liquidated pursuant to the GA Agreement (the "Remaining Store Locations").

Use of Cash Collateral

10. Also on February 3, 2010, the Debtors filed the Motion of Debtors for Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 363, 364(e) and 552 and Fed. R. Bankr. P. 2002, 4001 and 9014 (A) Authorizing the Use of Cash Collateral, (B) Granting Adequate Protection to Certain Pre-Petition Secured Parties, (C) Granting Related Relief, (D) Scheduling an Interim Hearing and (E) Scheduling a Final Hearing. (Docket No. 33; the "Cash Collateral Motion".) In the Cash Collateral Motion, the Debtors described their pre-petition credit facilities and the terms under which they sought to use cash collateral pledged to the Debtors pre-petition secured lenders.

11. On February 3, 2010, the Court held the Interim Hearing⁴ following which the Court entered the Interim Order (Docket No. 68) authorizing the Debtors to use Cash Collateral on an interim basis and scheduling the Final Hearing on the Cash Collateral Motion. On

³ On May 7, 2010, the Debtors' affiliate Movie Gallery Canada, Inc. (which operates all of the Movie Gallery and Hollywood Video stores located in Canada) filed a Notice of Intention in the District of Ontario, Toronto Division (Estate No. 31-1357202), commencing voluntary bankruptcy proceedings in Canada.

⁴ Capitalized terms not defined herein shall have the meanings ascribed to such capitalized terms in the Final Order (A) Authorizing the Use of Cash Collateral, (B) Granting Adequate Protection to Certain Pre-Petition Secured Parties, and (C) Granting Related Relief (Docket No. 417; the "Cash Collateral Order").

February 22, 2010, the Court held the Final Hearing and ultimately approved the Debtors' use of Cash Collateral on a final basis as provided in the Cash Collateral Order.

12. The Cash Collateral Order contemplates that the Debtors would continue to close stores and liquidate inventory. Indeed, pursuant to paragraph 15(e)(vi) of the Cash Collateral Order, it constitutes an Event of Default if the cumulative net proceeds of store liquidations for any period from the Petition Date through the end of a particular calculation period are less than the cumulative amount set forth in the Budget (as defined in the Cash Collateral Order) for such period by more than 10% (the "Liquidation Proceeds Covenant").

13. Since their respective entry, the Debtors have been in substantial compliance with both the Interim Order and the Cash Collateral Order. Recently, however, the Debtors advised the Prepetition Secured Parties of the occurrence of a breach of the Liquidation Proceeds Covenant of the Budget. As a result, an event of default has occurred and is continuing pursuant to paragraph 15(e)(vi) of the Cash Collateral Order. The Prepetition Secured Parties have not yet exercised any remedies with respect to that default, and have forborne from exercising their rights with respect thereto.

Termination of Debtors' Business Operations and Plan Support Agreement

14. In early April the Debtors, the Prepetition Secured Parties, the Committee and representatives of the Debtors' major suppliers of movies⁵ held a series of all-hands meetings to discuss the potential reorganization of the Debtors' business around a much smaller footprint of ongoing stores. Based upon those meetings, and the parties' review and analysis of the business plan proposed by the Debtors, all parties concluded that it was in the best interests of the Debtors, their estates, the Debtors' stakeholders, and the other parties in interest to terminate the

⁵ The Debtors' major movie suppliers include: Paramount Home Entertainment Inc., Sony Pictures Home Entertainment Inc., Universal Studios Home Entertainment LLC, V.P.D. IV, Inc. (d/b/a VPD), Twentieth Century Fox Home Entertainment and Warner Home Video, a division of Warner Bros. Home Entertainment, Inc.

Debtors' remaining business operations, liquidate the Debtors' remaining assets, and wind-down the Debtors' affairs in an orderly process under chapter 11 of the Bankruptcy Code. Pursuant to the agreement of the Prepetition Secured Parties, that process would also provide some recovery for holders of general unsecured claims against the Debtors, even though the claims of the Prepetition Secured Parties will not be paid in full.

15. On May 7, 2010, the Debtors, the Prepetition Secured Parties, the Committee, the Studios and Warner Home Video executed and filed a stipulation and related term sheet outlining their agreement as described above. (Docket No. 1093; the "Term Sheet"). The Term Sheet details the agreement among the Debtors' key constituents regarding, among other things: (i) the Debtors' alleged default under the Cash Collateral Order asserted by the Prepetition Secured Parties, (ii) the agreement of the Prepetition Secured Parties to permit \$5,000,000 of cash to be made available for holders of general unsecured claims against the Debtors, and to permit their collateral to be used to fund certain payments to the major movie studios in connection with the ongoing liquidation of the Debtors' Movie Inventory, (iii) the agreement of the Studios and Warner Home Video not to challenge the continued liquidation of the Debtors' remaining Movie Inventory subject to the provisions of the Term Sheet, and (iv) the timing for filing of a plan of liquidation consistent with the agreement set forth in the Term Sheet.

Negotiations Leading to the GA Agreement

16. In the midst of the discussions and negotiations leading to the execution of the Term Sheet, the Debtors received an unsolicited bid from Great American to act as the Debtors' exclusive agent to conduct GOB Sales and to sell the Debtors' remaining assets, including the Debtors' inventory of movies in their Remaining Store Locations (collectively, the "Movie Inventory"). Great American is one of the largest liquidators of retail inventory in the United

States, having liquidated the retail inventories of Circuit City, Eaton's, Hancock Fabrics, Jo-Ann Stores, Linens 'N Things, Kmart, Office Max and Tower Records, among others. Indeed, Great American previously liquidated \$180 million of the Debtors' inventory in stores closed prior to the Commencement Date. Consistent with their obligations to maximize value for the Debtors' stakeholders, the Debtors immediately entered into discussions and negotiations with Great American to explore that proposal further.

17. During the course of the Debtors' negotiations with Great American, the Debtors began to receive other unsolicited offers from other liquidators seeking, generally, to either purchase the Debtors' remaining Movie Inventory outright or offering to act as an agent for the Debtors in the liquidation of the Movie Inventory (as Great American has agreed). The Debtors also received requests for access to due diligence materials from still other liquidators, which requests have been dealt with by the Debtors as promptly as possible under the circumstances. Based upon all these discussions, the Debtors have determined that engaging a liquidator to act as the Debtors' exclusive agent charged with selling the Debtors' remaining Movie Inventory and other assets is the most effective and efficient method to wind up the Debtors' operations, generate maximum value for stakeholders and bring about an expeditious completion of the Debtors bankruptcy cases in accordance with the fully-consensual agreement reflected in the Term Sheet.

18. The Debtors believe, in the exercise of their business judgment, that Great American's offer contained in the GA Agreement to act as the Debtors' exclusive agent to sell the Debtors' Movie Inventory and other assets on the terms and conditions set forth in the GA Agreement is the highest and best offer that the Debtors have received to date for those assets. Accordingly, the Debtors executed the GA Agreement on May 13, 2010, subject to the Court's

approval of the terms of the GA Agreement and of the consummation of the transactions described therein. As set forth below, the Debtors request that the Court approve the terms of the GA Agreement (or of a higher and better bid from a competing bidder if one is received at or prior to the hearing on the Motion) as well as the process by which the Debtors seek to complete the liquidation sales described therein, both of which are summarized below.

Proposed Appointment of an Agent to Sell the Debtors' Assets

19. Subject to the Court's approval, the Debtors have agreed on a definitive form of agreement with Great American to sell substantially all of the Debtors' remaining assets pursuant to the terms of the GA Agreement, which includes the following principal terms:⁶

- a. The Debtors have agreed to appoint Great American as their exclusive agent for the limited purpose of selling all of the Debtors' Merchandise located in the Remaining Stores through GOB Sales at all of the Debtors' retail stores, selling all of the Debtors' real property interests, store FF&E and Intellectual Property (subject to the IP Removal Option), all as provided in the GA Agreement (collectively, and as defined in the GA Agreement, the "Subject Assets").⁷
- b. Great American has guaranteed that the Debtors will receive \$62,300,000 from the sale of the Subject Assets (the "Transaction Consideration"), subject to adjustment only if and to the extent that (i) the actual quantities of Subject Assets exceed, or fall short of, the anticipated quantities as set forth in the GA Agreement in excess of designated thresholds, (ii) a Revenue Share Savings adjustment occurs, or (iii) there is an Excess Revenue Share Adjustment.
- c. Great American shall receive as its compensation for services rendered to Debtors a "Base Fee" equal to 3% of the Comprehensive Sale Proceeds, Great American's First Tranche Recovery Amount, if any, and Great American's Second Tranche Recovery Amount, if any. All unsold Merchandise, other than Unsold Revenue Share Merchandise, if any, which remains in the Stores at the Sale Termination Date ("Remaining Merchandise") shall become the

⁶ This summary of the GA Agreement is provided for the benefit of the Court, other potential purchasers, and other parties in interest. The GA Agreement is attached hereto as Exhibit B and incorporated herein by reference. To the extent of any conflicts between this summary and the GA Agreement, the terms of the GA Agreement shall govern. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the GA Agreement.

⁷ The Subject Assets do not include inventory or equipment located at the Debtors' distribution centers. In addition, under the GA Agreement the Debtors have the right to remove the Intellectual Property from the Subject Assets without any resulting reduction in the Transaction Consideration.

property of Great American, free and clear of all liens, claims and encumbrances, and Comprehensive Sale Proceeds generated from the sale of such Remaining Merchandise shall be the property of Great American. All unsold Revenue Share Merchandise, if any, remaining in the Stores at the Sale Termination Date shall remain the property of the Debtors, but shall thereafter be consigned to Agent to sell on the Debtors' behalf.

- d. In connection with the liquidation of the Debtors' new release movie inventory, Great American will honor the Debtors' the "no-sale" windows identified by the Debtors in an exhibit to the GA Agreement, and the GA Agreement shall not serve to limit or impair the Debtors' payment obligations or any of the other provisions of the Debtors' agreements with the Studios and Warner Home Video as set forth in Term Sheet.
- e. If the aggregate amount of Revenue Share Obligations (as defined in the GA Agreement) is less than \$10,500,000 the ("Revenue Share Savings Adjustment"), then the Transaction Consideration shall be reduced by an amount equal to 50% of such Revenue Share Savings. If the aggregate Revenue Share Obligations are greater than \$10,500,000, then there shall be a Revenue Sharing Adjustment increasing the Transaction Consideration by an amount equal to the lesser of (a) 100% of the excess and (b) \$4,500,000 ("Excess Revenue Share Adjustment").
- f. Great American will pay "Comprehensive Sale Expenses" incurred in conducting the GOB Sales or other disposition of the Subject Assets, including, but not limited to: (i) payroll and commissions and certain related expenses, if applicable, for all Retained Employees; (ii) Retention Bonuses for Retained Employees; (iii) advertising and direct mailings relating to the Sale, and Store interior and exterior signage and banners relating to the Sale; (iv) certain real estate related costs (such as rent, CAM charges and other amounts); (v) certain inventory and delivery costs; and (vi) other operating and asset disposition expenses.
- g. The Transaction Consideration will be paid in more than one installment as provided in the GA Agreement. To secure payment of the balance of any unpaid portion of the Transaction Consideration (and the Debtors' reimbursement of Comprehensive Sale Expenses borne by Great American, and any other amounts due from Great American to Debtors), Great American shall deliver to Debtors an irrevocable standby letter of credit in the original face amount equal to five million dollars (\$5,000,000), naming Debtors as the beneficiary.
- h. Upon payment of the Initial Transaction Payment, and issuance of the Letter of Credit, Great American shall be granted a security interest in and lien upon: (a) all of the Subject Assets, and (b) all Comprehensive Sale Proceeds, to secure all obligations of Debtors to Great American hereunder; provided however, until the payment of the Transaction Consideration and

Comprehensive Sale Expenses, or other amounts due to Debtors hereunder, in full, the security interest granted to Great American hereunder, shall remain junior to the security interests of the Prepetition Secured Parties and the Prepetition Second Lien Term Parties, to the extent of the unpaid portion of the Transaction Consideration, Comprehensive Sale Expenses or other unpaid amounts.

- i. In the event that the Debtors accept a higher and better offer from a competing bidder, Great American would receive a break-up fee of \$1,750,000 (the "Break-Up Fee"), together with reimbursement of its reasonable and documented out-of-pocket expenses for the negotiation and preparation of the GA Agreement, up to a maximum of \$100,000 (the "Expense Reimbursement"). In addition, Successful Bidders (as defined below) shall also be required to purchase from and reimburse Great American for its reasonable and documented out-of-pocket expenses incurred in connection with advertising and signage associated with Great American's preparations for the sale of the Subject Assets.
- j. All amounts due to the Debtors under the GA Agreement and the proceeds thereof shall be the perfected collateral of the Prepetition Secured Parties and the Prepetition Second Lien Term Parties and shall be subject to liens and administrative expense claims of the Prepetition Secured Parties and the Prepetition Second Lien Term Parties as provided in, and subject to the priorities set forth in, the Cash Collateral Order without further action by the Prepetition Secured Parties or the Prepetition Second Lien Term Parties.

20. In connection with the liquidation of the Subject Assets, Great American shall also have the right to direct the Debtors to request Court approval of the assumption and assignment of leases of non-residential real property in accordance with Section 365 of the Bankruptcy Code. Such assumption and assignment will be at Great American's sole cost and expense and all of the non-debtor counter-parties to such leases will be provided with notice and an opportunity to object to any such requested assumption and assignment.

21. The Debtors believe that the terms of the proposed Transaction are fair, reasonable and equitable and that the Transaction Consideration represents fair value for the right to act as agent with respect to the Subject Assets and, subject to the Debtors' continued discussions with other potential buyers, represent the highest and best value that can be achieved for the Subject Assets.

22. In particular, the Debtors believe that the agreements of Great American to (i) effectively backstop up to \$4.5 million of the Debtor's revenue share liability and (ii) pay costs associated with occupying and operating the Debtors' Remaining Stores are significantly valuable to the estate, and will help realize maximum value for the Debtors' stakeholders from the Subject Assets.

The Debtors Will Entertain Higher and Better Offers at the Sale Hearing

23. To date, the Debtors have had discussions and negotiations with several other liquidators concerning the sale of the Debtors' Movie Inventory and other assets, and have considered other transaction structures for the liquidation of those assets. The Debtors believe that all of the proposals received from other interested parties, whether formal or informal, have been inferior to Great American's proposal as embodied in the GA Agreement. Nonetheless, and consistent with the Debtors' ongoing obligations to maximize the value of estate, the Debtors will continue to test the current offer by evaluating any potentially higher and better offers that are brought forward between the date of this Motion and the hearing on this Motion. The Debtors respectfully submit that this process will adequately balance the need for prompt action authorizing the liquidation of the Subject Assets with the Debtors' obligation to reasonably ensure that any transaction approved by the Court will capture maximum value for the estate assets which are being sold.

24. Specifically, the Debtors have already notified or will shortly notify as many potential bidders as possible of this Motion and of the Debtors' willingness to consider any bids which, at a minimum, both meet the requirements set forth below and are superior to the terms set forth in the GA Agreement. Potential bidders will be informed that for any competing bids to be considered by the Debtors, they must comply with each of the following:

- a. Confidentiality Agreement. Each person desiring to review any due diligence materials should contact Moelis & Company (the “Debtors’ FA”) for the Debtors’ standard form confidentiality agreement, which has also been executed by Great American, and which must be executed without modification and returned to the Debtors’ FA.
- b. Proof of Financial Ability to Perform. Each person desiring to review due diligence materials and/or to submit a bid (a “Potential Bidder”) must also submit their most current audited (if available) and latest unaudited financial statements, or such other form of financial disclosure as Debtors may request, evidencing the Potential Bidder’s ability to close a sale, the sufficiency of which shall be determined by the Debtors in their sole discretion. The Debtors’ FA will inform a Potential Bidder as soon as practicable of the Debtors’ determination regarding such Potential Bidder’s ability to close a sale. Any Potential Bidder that the Debtors determine is able to close a sale shall be “Qualified Bidder.”
- c. Qualifying Bids. In order to participate in the bidding process, each Qualified Bidder must submit a “Qualifying Bid” in writing prior to the commencement of the hearing on the Motion (the “Sale Hearing”), or if submitted during the Sale Hearing, an authorized representative of such Qualified Bidder must represent to the Court, on the record, that such Qualified Bidder submits a Qualifying Bid and will execute an agency agreement on terms identical to -- or demonstrably better for the Debtors than -- the GA Agreement. For purposes of these procedures, the GA Agreement is deemed to represent a Qualifying Bid. To constitute a Qualifying Bid, a bid must comply with the following conditions:
 - i. Writing. A bid must be in writing or stated on the record at the Sale Hearing and it must state that such bidder is prepared to enter into a legally binding Agency Agreement on terms and conditions that are identical to or better for the Debtors than the terms of the GA Agreement.
 - ii. Modified Agency Agreement. A written bid shall include a clean and duly executed agency agreement (the “Modified Agency Agreement”) and a black-lined copy reflecting any changes from the GA Agreement, including, without limitation, those related to the Transaction Consideration;
 - iii. Minimum Transaction Consideration. Each bid shall provide for Transaction Consideration consisting of cash in an amount not less than \$64,350,000 (representing the sum of (i) the Transaction Consideration provided for in the GA Agreement, (ii) the Break-Up Fee and maximum Expense Reimbursement which must be paid in cash, and (iii) the Minimum Overbid) as well as the assumption of at least the same liabilities that are to be assumed by Great American

under the GA Agreement. In addition, each bid shall also provide that the bidder agrees that, in the event they are the Successful Bidder at the Auction, they will purchase from and reimburse Great American for its reasonable and documented out-of-pocket expenses incurred in connection with advertising and signage associated with Great American's preparations for the sale of the Subject Assets. Each bid must provide for the payment of the Break-Up Fee in cash.

- iv. Compliance with Term Sheet. Each bid shall expressly acknowledge (i) that such bidder will, in liquidating the Debtors' new release movie inventory, honor the applicable "no-sale" windows identified by the Debtors in an exhibit to the Modified Agency Agreement, (ii) that such bidder will honor and abide by the Debtors' obligations to the Studios, Warner Home Video or any other party to the Term Sheet, the Accommodation Agreement and/or the revenue sharing agreements, provided, however, except as expressly otherwise agreed by such bidder, bidder shall not assume Debtors' obligations under the Term Sheet or with respect to the Revenue Share Obligations or Studio Related Agreements and (iii) that the Modified Agency Agreement shall not serve to limit or impair the Debtors' payment obligations or any of the other provisions of the Debtors' agreements with the Studios and Warner Home Video as set forth in Term Sheet.
- v. Contingencies. A bid may not contain any due diligence or financing contingencies of any kind.
- vi. No Fees. A bid may not request or entitle the Qualified Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment.
- vii. Authorization to Bid. A bid shall include evidence of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Modified Agency Agreement.
- viii. Identity of Bidders. Each bidder must fully disclose the identity of the party or parties that will be bidding for the right to act as agent with respect to the Subject Assets or otherwise participating in connection with such bid, and the complete terms of any such participation.
- ix. Good Faith Deposit. Each bid must be accompanied by a deposit, in immediately available funds, equal to ten (10%) percent of the Transaction Consideration provided for in connection with the bid.
- x. Other Evidence. Each bid must contain evidence satisfactory to the Debtors that the bidder is reasonably likely to be able to timely

consummate the transaction contemplated by the Agency Agreement if selected as the Successful Bidder (as defined below).

- xii. Each bid must conform to the GA Agreement's provisions regarding liens and administrative claims of the Prepetition Secured Parties and the Prepetition Second Lien Term Parties.
- d. Auction. In the event that the Debtors receive at least one (1) Qualifying Bid (other than that of Great American), the Debtors shall first ask the Court to approve the Break-Up Fee and Expense Reimbursement, and subsequent to such approval by the Court, shall then ask the Court to conduct an auction (the "Auction") as part of the Sale Hearing, of the right to act as agent with respect to the Subject Assets to determine the highest and otherwise best bid for the right to act as agent with respect to the sale of the Subject Assets. At the commencement of the hearing on the Motion, the Debtors will announce on the record the highest or otherwise best Qualifying Bid (the "Baseline Bid"). The Auction shall be governed by the following procedures:
 - i. Any Qualifying Bidders and Great American shall appear in person at the Auction through a duly authorized representative.
 - ii. Each Qualifying Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale.
 - iii. Bidding shall commence at the Baseline Bid.
 - iv. Qualifying Bidders and Great American may then submit successive bids in increments of at least \$500,000 over the previous highest or best bid. Unless otherwise agreed by the Debtors in their sole discretion with respect to any one or more Qualifying Bids, all additional consideration in excess of the amount set forth in the Baseline Bid must be in cash.
 - v. All Qualifying Bidders and Great American shall have the right to submit additional bids, subject to clause (iv) above, and to make additional modifications to the Modified Agency Agreement or GA Agreement, as applicable, at the Auction.
 - vi. The Auction shall continue until there is only one offer that the Debtors determine, in consultation with the Prepetition Secured Parties and the Committee and subject to Court approval, is the highest or best offer from among the Qualifying Bidders submitted at the Auction (the "Successful Bid"). In making this decision, the Debtors may consider, without limitation, the amount of the transaction consideration, the form of consideration being offered, the likelihood of the Qualifying Bidder's ability to close a transaction and the timing thereof, the number, type and nature of any changes to the agency agreement requested by each Qualifying Bidder or Great American, the net

benefit to the Debtors' estates, and the views of the Committee and the Prepetition Secured Parties. The party submitting such Successful Bid shall become the "Successful Bidder."

- vii. If a Successful Bid other than one by Great American is approved by the Court, then within three (3) days of approval, the Successful Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made and make and pay for all necessary filings with all applicable government or other authorities. Bids made after the close of the Auction shall not be considered by the Debtors.
 - viii. In the event the Successful Bidder fails to consummate the Sale as a result of the Successful Bidder's default or breach under the applicable agreement by the closing date contemplated in such agreement, the Debtors shall (i) retain the Successful Bidder's Good Faith Deposit as liquidated damages; and (ii) be free to enter into a new agreement with the next most appropriate Qualified Bidder at the highest price bid by the bidder at the Auction, whose Qualifying Bid shall be deemed open, without the need for an additional hearing before, or order of, the Bankruptcy Court.
- e. Bid Protections. Recognizing Great American's considerable expenditure of time, energy, and resources in the negotiation and preparation of the GA Agreement, the Debtors have agreed that if Great American is not the Successful Bidder, the Debtors will, in certain circumstances, pay to Great American the Break-Up Fee and Expense Reimbursement. Subject to the Court's approval, the payment of the Break-Up Fee and Expense Reimbursement will be governed by the provisions of the GA Agreement. Under no circumstances will a break-up fee, expense reimbursement or other similar bid protections be provided by the Debtors to any potential bidder or bidder other than Great American.
- f. Return of Good Faith Deposit. The Good Faith Deposit of the Successful Bidder shall be applied to amounts to be paid in connection with such transaction at closing. The Good Faith Deposits of all other Qualified Bidders shall be returned by no later than the fifth (5th) Business Day following such closing.
- g. Form of Order. The form of order authorizing consummation of the transaction shall be acceptable to the Prepetition Secured Parties and the Committee in their reasonable discretion and shall provide, *inter alia*, that all amounts due to the debtors under the GA Agreement or any Modified Agency Agreement and the proceeds thereof shall be the perfected collateral of the Prepetition Secured Parties and the Prepetition Second Lien Term Parties and shall be subject to liens and administrative expense claims of the Prepetition

Secured Parties and the Prepetition Second Lien Term Parties as provided in, and subject to the priorities set forth in, the Cash Collateral Order, as amended, without further action by the Prepetition Secured Parties or the Prepetition Second Lien Term Parties.

25. The proposed procedures outlined above (the “Agent Selection Procedures”) carefully balance the Debtors’ interests in (i) inducing Great American to commit to consummate the transaction and (ii) preserving the Debtors’ ability to attract higher and better offers. Further, the Debtors submit that the Agent Selection Procedures are fair and reasonable under the circumstances of these cases and are reasonably calculated to induce any potentially interested parties to submit competing offers for the right to act as agent with respect to the Subject Assets while at the same time avoiding the expense of a lengthy auction process, thereby ensuring that the maximum value is recovered for the Debtors’ estates. Finally, the Debtors submit that the Break-Up Fee and Expense Reimbursement are fair and reasonable in amount and are reasonably related to Great American’s risk, effort and expenses associated with its proposed appointment as the Debtors’ exclusive agent.

Relief Requested

26. Accordingly, the Debtors request (i) the entry of the proposed order substantially in the form attached hereto as Exhibit A, approving the relief requested herein, including specifically the approval of the Debtors’ entry into the GA Agreement or the Agency Agreement with the Successful Bidder, the approval of the Break-Up Fee and Expense Reimbursement provisions of the GA Agreement and the Agent Selection Procedures, and authorizing the Debtors to continue selling their assets consistent with the Store Closing Procedures Order, the proposed Store Closing Guidelines and as set forth in this Motion.

A. Approval of the Transactions Set Forth in the GA Agreement is Appropriate

27. Bankruptcy Code section 363(b)(1) provides: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." A sale of a debtor's assets should be authorized pursuant to Bankruptcy Code section 363(b) if a sound business purpose exists for the sale. *See In re Delaware & Hudson Rwy. Co.*, 124 B.R. 169, 176 (D. Del. 1991); *In re W.A. Mallory Co., Inc.*, 214 B.R. 834 (Bankr. E.D. Va. 1997); *In re WBQ Partnership*, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995); *see also Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983).

28. The test of whether a sound business purpose exists is comprised of the following four elements:

- (a) a sound business reason or emergency justifies the sale;
- (b) adequate and reasonable notice of the sale was provided to interested parties;
- (c) the sale has been proposed in good faith; and
- (d) the purchase price is fair and reasonable.

See WBQ Partnership, 189 B.R. at 102 (*citing Delaware & Hudson Rwy. Co.*, 124 B.R. at 176).

29. The proposed transaction with the Successful Bidder -- whether Great American or another Qualified Bidder -- reflects the exercise of the Debtors' sound business judgment and a proper exercise of their fiduciary duties. A sound business purpose exists for consummating a transaction along the lines set forth in the GA Agreement outside of a plan of reorganization; namely, that the proceeds of such a transaction represent the maximization of the value of the vast majority of the Debtors' remaining assets. Moreover, the Debtors submit that the proposed

notice described above constitutes adequate and proper notice of the Agent Selection Procedures, the proposed transaction and this Motion, reasonably calculated to give parties who are realistically likely to be Qualified Bidders the opportunity to submit competing bids for the right to act as agent with respect to the Subject Assets. As described above, the key terms of the transaction have been negotiated at arm's length and in good faith, resulting in fair and reasonable consideration to the estates on account of the Subject Assets. Further, the exposure of the right to act as agent with respect to the Subject Assets to the market prior to the filing of this Motion and through the Agent Selection Procedures set forth above will ensure that the value received for the Subject Assets will represent the best and highest available under the circumstances. In addition, the Debtors submit that the transaction described in the GA Agreement is consistent with all of the Debtors' prior agreements reached in this case and each of the Court's Orders, including, without limitation, the Store Closing Procedures Order and the Term Sheet. The GA Agreement (or an Agency Agreement executed with a Successful Bidder) will not only bring in a significant amount of cash to the estates, but will also eliminate a significant amount of administrative expenses (including expenses for store occupancy) which the Debtors would otherwise have to incur if they were to liquidate the Subject Assets on their own.

30. Accordingly, the Debtors believe that approval of the relief requested in this Motion and the proposed transaction with a Successful Bidder is in the best interests of the Debtors' creditors, estates and other parties in interest and should be approved.

B. The Transaction Satisfies the Requirements of Section 363(f)

31. Under Bankruptcy Code section 363(f), a debtor-in-possession may sell property of a debtor's estate free and clear of any lien, claim or interest in such property if, among other things:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such [lienholder] consents;
- (3) such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to approve the sale of the assets free and clear. *See* 11 U.S.C. § 363(f); *see also In re Wolverine Radio Co.*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991); *In re Elliot*, 94 B.R. 343 (E.D. Pa. 1988).

32. The Debtors submit that a sale free and clear of all pledges, liens, security interests, claims, charges, options and interests thereon and there against (collectively, the “Interests”) is appropriate under the circumstances because one or more of the conditions of section 363(f) will be satisfied. First, the Prepetition Secured Lenders hold a security interest in the Subject Assets and have consented to both the execution of the GA Agreement and to the sale of the Subject Assets on the condition that, subject to the Term Sheet, its Interests attach to the proceeds of any such sale. Thus, with respect to the Prepetition Secured Lenders, section 363(f)(2) is satisfied and the Subject Assets (and the right to act as agent with respect to any sales thereof) may be transferred free and clear of their Interests. Indeed, the Court has

previously held that, under the circumstances of these cases, it is appropriate that the Debtors' liquidation of their remaining inventory and other store assets be "free and clear of any and all interests, including, without limitation, mortgages, security interests, liens, judgments, encumbrances and claims..." (Docket No. 1099 at ¶ 9.)

33. With regard to the holders of any other Interests in the Subject Assets which object to the Motion, the Debtors submit that one or more of the other subparagraphs of Section 363(f) would apply and allow the Debtors to execute the GA Agreement (or any similar Agency Agreement) and to sell Subject Assets free and clear of such Interests.

C. Section 363(m) Good Faith Protections

34. As set forth above, the Debtors believe that the Successful Bidder, whether Great American or another Qualified Bidder, will be entitled to protection under section 363(m) of the Bankruptcy Code and, as such, should be entitled to the protections afforded thereby. Although the Bankruptcy Code does not define the term "good faith purchaser," the traditional equitable definition of "one who purchases the assets for value, in good faith, and without notice of adverse claims" has been adopted by various courts. See *In re Abbotts Dairies of Pennsylvania, Inc.*, 778 F.2d 113 (3d. Cir. 1986); *In re Willemain*, 764 F.2d 1019, 1023 (4th Cir. 1985) (quoting *In re Rock Industries Machinery Corp.*, 572 F.2d 1195, 1197 (7th Cir. 1978)). Here, Great American or any other Successful Bidder will be acting as the Debtors' agent for purposes of the sale of the Subject Assets to third parties, and is entitled to the protections of section 363(m) of the Bankruptcy Code. Under the terms of the GA Agreement, the Debtors will remain the owners of the Subject Assets until those assets are sold by Great American to third parties pursuant to the GA Agreement.

35. The Successful Bidder will provide substantial value for the Subject Assets and, to the Debtors' knowledge, no adverse claims exist with respect to the right to act as agent with respect to the Subject Assets. Further, because of the market test of the value of the right to act as agent with respect to the Subject Assets through the Agent Selection Procedures, the Debtors submit that the Successful Bidder will not have engaged in any of "the misconduct that would destroy a purchaser's good faith status at a judicial sale [such as] fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." *Willemain*, 764 F.2d at 1023.

D. The Agent Selection Procedures Should Be Approved

36. The proposed Agent Selection Procedures will assist the Debtors in maximizing the return for their assets by providing for a potentially competitive auction while inducing Great American to enter into the GA Agreement and thereby provide a "floor" for the proposed transaction.

37. Bid protections such as the proposed Break-Up Fee and Expense Reimbursement are of substantial benefit to the Debtors, their creditors and their estates. *See e.g., In re Integrated Resources. Inc.*, 147 B.R. 650, 660 (S.D.N.Y. 1992); *In re Kmart Corp.*, Case No. 02-02474-SPS (Bankr. N.D. Ill. Aug. 9, 2002) (finding proposed termination fee to be of substantial benefit to the debtor's estate). Bid incentives such as the Break-Up Fee and Expense Reimbursement encourage a potential purchaser to invest the requisite time, money and effort to conduct due diligence and sale negotiations with debtors despite the inherent risks and uncertainties of the chapter 11 process. *See e.g., In re 995 Fifth Ave. Assocs. L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (finding that bidding incentives may be "legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the

risks it is undertaking") (citations omitted); *In re Marrose Corp.*, 1992 WL 33848 at *5 (Bankr. S.D.N.Y. Feb. 15, 1992) (stating that “[a]greements to provide breakup fees or reimbursement of fees and expenses are meant to compensate the potential acquirer who serves as a catalyst or ‘stalking horse’ which attracts more favorable offers”).

38. Approval of bid protections such as those contained in the Agent Selection Procedures, including the Termination Fee, has become an established practice in chapter 11 cases. See e.g., *In re Kmart*, Case No. 02-02474-SPS (Bankr. N.D. Ill. May 10, 2002) (authorizing a termination fee and overbid protections for potential bidders); *In re Comdisco. Inc.*, Case No. 01-24795-RB (Bankr. N.D. Ill. Aug. 9, 2002) (approving a termination fee as, *inter alia*, an actual and necessary cost and expense of preserving the debtor’s estate, of substantial benefit to the debtor’s estate and a necessary inducement for, and a condition to, the proposed purchaser’s entry into the purchase agreement); *In re Crowthers McCall Pettem. Inc.*, 114 B.R. 877 (Bankr. S.D.N.Y. 1990) (approving an overbid requirement in an amount equal to the approved break-up fee); *In re Kupp Acquisition Corp.*, Case No. 96-1223-PJW (Bankr. D. Del. Mar. 3, 1997). The Break-Up Fee and Expense Reimbursement serves as “an incentive payment to an unsuccessful bidder who places the estate property in a sales configuration mode to attract other bidders to the auction.” *Integrated Resources*, 147 B.R. at 659 (internal quotation omitted). Bid protections take many different forms, including paying the out-of-debt pocket expenses incurred by a bidder in arranging the deal, including the due diligence expenses, or compensating a bidder for its lost opportunity costs. See *In re Hupp Indus. Inc.*, 140 B.R. 191, 194 (Bankr. D. Ohio 1992). A break-up fee should be “reasonably related to the bidder’s efforts and the transaction’s magnitude.” *Integrated Resources*, 147 B.R. at 662-63.

39. In this case, the combined total of the Break-Up Fee and Expense Reimbursement is, at most, \$1,850,000, which is slightly less than 3% of the Transaction Consideration. Thus the Debtors submit that the Break-Up Fee and Expense Reimbursement are within the range of those that have been approved by courts in other cases. *See, e.g., In re Financial News Network Inc.*, 931 F.2d 217, 219 (2d Cir. 1991) (breakup fee of 2.8% and overbid protection of 9.5% approved); *In re Colony Hill Assocs.*, 111 F.3d 269, 271 (2nd Cir. 1997) (minimum overbids to exceed purchaser's initial offer of \$7.5 million by at least \$650,000 (8.6%)); *In re Tempo Tech. Corp.*, 202 B.R. 363, 368 (D. Del. 1996) (overbid of \$1.4 million where initial offer of “\$150,000 in cash, \$3 million of [purchaser’s] redeemable preferred shares, 10% of the common stock of [purchaser] and the assumption of the \$500,000 of the Debtor’s ordinary course administrative obligations and pre- and post-petition claims of the Debtor’s employees who subsequently become employed by [purchaser]”); *In re Wintex Inc.*, 158 B.R. 540, 543 (D. Mass. 1992) (stating that a “debtor may avoid the increased costs and complexity associated with considering additional bids unless the additional bids are high enough to justify their pursuit” and a “10% increase requirement is one example of a reasonable litmus test”); *In re O’Brien Envtl. Energy Inc.*, 181 F.3d 527, 536 (3rd Cir. 1999) (noting that combined break up fee and expense reimbursement of approximately 4-5% was “within the range of fees approved by some courts”); *In re Fruit of the Loom Inc.*, Case No. 99-04497-PJW (Bankr. D. Del. Dec. 29, 1999) (allowing a 3% break-up fee); *In re Ameriserve Food Distribution Inc.*, 00-00358-PJW (Bankr. D. Del. Jan. 31, 2000) (allowing a 3.6% breakup fee); *In re HHL Financial Servs. Inc.*, No. 97-398-SLR (D. Del. Mar. 31, 1997) (approving 5.5%-5.9% break-up fees); *In re American White Cross Inc.*, No. 96-1109-PJW (Bankr. Del., Jan. 21, 1997) (3% fee plus up to \$1 million in expenses approved). The Debtors believe that these proposed bid protections are appropriate under the

circumstances of these cases, will pose little or no barrier to other seriously interested parties who want to act as agent with respect to the Subject Assets and will create a competitive bidding environment.

40. The Debtors submit that the Agent Selection Procedures will not chill bidding, are reasonable, and their approval will enable the Debtors to maximize the value of their estates. Thus, the Agent Selection Procedures should be approved.

E. The Proposed Store Closing Procedures Should be Approved

41. The Store Closing Procedures Order included, at Exhibit 1 thereto, a set of Store Closing Procedures (the “Store Closing Procedures”). By this Motion, the Debtors seek only a single substantive amendment to the Store Closing Procedures. Specifically, paragraph 6 of the Store Closing Procedures authorizes the Debtors’ liquidation agent to promote the store closing sales as “store closing,” “sale on everything,” “everything must go,” or similar themed sales. As the Debtors now intend to liquidate all of their remaining stores and wind-down their business completely, the Debtors respectfully submit that paragraph 6 of the Store Closing Procedures should be amended to include authorization for the Debtors’ liquidation agent to promote the store closing sales as “going out of business” sales. Except to the extent that modification of the Store Closing Procedures is sought as described above, or as otherwise provided in the Approval Order, the Store Closing Procedures Order would continue to govern the GOB Sales.

F. Abrogation of Fourteen-Day Stay

42. Bankruptcy Rule 6004(h) provides, “An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The Debtors submit that, given the nature of the proposed transaction and the need to close shortly after its approval, cause

exists for the Court to exercise its discretion and abrogate the 14-day stay provided for by Rule 6004(h).

Waiver of Memorandum of Points and Authority

43. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

Notice

44. The Debtors propose to serve this Motion and all of its Exhibits upon: (a) the Core Group (as defined in the Case Management Order); (b) the 2002 List (as defined in the Case Management Order); (c) each Affected Entity (as defined in the Case Management Order); (d) all counter-parties to unexpired leases of nonresidential real property whose leases have not been rejected; and (e) all persons known to the Debtors who have expressed an interest in purchasing the Subject Assets and/or acting as the Debtor's agent with respect to the sale of such the Subject Assets (collectively, the "Notice Parties"). The Debtors further propose to serve only notice of the Motion on all other creditors, excluding current and former employees. The Debtors submit that such notice is sufficient under the circumstances.

WHEREFORE, the Debtors respectfully request that this Court enter an Order, substantially in the form attached hereto as Exhibit A, (i) approving procedures for the selection by the Debtors of an exclusive agent and corresponding agency agreement (such selected agreement, the "Agency Agreement") and the Debtors' execution of and performance under such agreement; (ii) authorizing the sale of the Debtors' assets free and clear of all liens, claims, encumbrances and interests pursuant to such Agency Agreement; (iii) approving the Break-Up

Fee and Expense Reimbursement payable under the GA Agreement to Great American in the event the Debtors select a higher and better offer from a competing bidder; (iv) approving the form and manner of the notice of this Motion; and (v) granting the Debtors such other and further relief as is just and equitable.

Richmond, Virginia
Dated: May 13, 2010

Respectfully submitted,

KUTAK ROCK LLP

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Attorneys for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
)
MOVIE GALLERY, INC., et al.,⁸) Case No. 10-30696-DOT
)
Debtors.)
)

**NOTICE OF MOTION OF THE DEBTORS FOR ENTRY OF ORDER: (I) APPROVING
AGREEMENT WITH GREAT AMERICAN WF, LLC; (II) AUTHORIZING THE SALE
OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS; (III) APPROVING A BREAK-UP FEE AND
EXPENSE REIMBURSEMENT; (IV) APPROVING THE FORM AND MANNER OF
THE NOTICE; AND (V) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE THAT the above-captioned debtors (collectively, the “Debtors”) have filed with the Court the Motion of the Debtors for Entry of Order: (I) Approving Agreement with Great American WF, LLC; (II) Authorizing the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Approving a Break-Up Fee and Expense Reimbursement; (IV) Approving the Form and Manner of the Notice; and (V) Granting Related Relief (the “Motion”).

⁸ The Debtors in the cases are Movie Gallery, Inc., Hollywood Entertainment Corporation, Movie Gallery US, LLC, MG Real Estate, LLC, and HEC Real Estate, LLC.

PLEASE TAKE FURTHER NOTICE THAT your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in these bankruptcy cases. (If you do not have an attorney, you may wish to consult one.)

PLEASE TAKE FURTHER NOTICE THAT in connection with the Debtors' chapter 11 cases, an Order Establishing Certain Notice, Case Management and Administrative Procedures [Docket No. 118] (the "Case Management Order") was entered by the Court on February 8, 2010, which, among other things, prescribes the manner in which objections must be filed and served and when hearings will be conducted. A copy of the Case Management Order may be obtained at no charge at www.kccllc.net/moviegallery or for a fee via PACER at www.vaeb.uscourts.gov/.

PLEASE TAKE FURTHER NOTICE THAT if you do not timely file and serve a written objection to the relief requested in the Motion, the Court may deem any opposition waived, treat the Motion as conceded and enter an order granting the relief requested in the Motion without further notice or a hearing.

PLEASE TAKE FURTHER NOTICE THAT an expedited hearing has been requested concurrently with the filing of this Motion. Immediately following a ruling by the Court on the motion to expedite the hearing, a notice of hearing and time for objection will be filed. Any objections must be filed with the Court, at the address shown below, pursuant to any order granting the motion to expedite, Local Bankruptcy Rule 9013-1 and the Case Management Order:

Clerk of the Court
United States Bankruptcy Court
701 East Broad Street
Richmond, Virginia 23219

PLEASE TAKE FURTHER NOTICE THAT in accordance with the Case Management Order, you must also serve a copy of your written objection on the Core Group, the 2002 List and the Affected Entities, as such terms are defined in Exhibit 1 to the Case Management Order so that the documents **are received on or before the Objection Deadline.**

PLEASE TAKE FURTHER NOTICE THAT you should consult the Case Management Order before filing any written objection to the Motion.

Dated: May 13, 2010
Richmond, Virginia

Respectfully submitted,

KUTAK ROCK LLP

By: /s/ Michael A. Condyles

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EXHIBIT A
(PROPOSED ORDER)

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Attorneys for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
)
MOVIE GALLERY, INC., et al.,¹) Case No. 10-30696 (DOT)
)
Debtors.)
)

**ORDER (I) APPROVING AGREEMENT WITH GREAT AMERICAN WF, LLC; (II)
AUTHORIZING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) APPROVING A BREAK-
UP FEE AND EXPENSE REIMBURSEMENT; (IV) APPROVING THE FORM AND
MANNER OF NOTICE; AND (V) GRANTING RELATED RELIEF**

Upon the Motion of the Debtors for Entry of Order: (i) Approving Agreement with Great American WF, LLC; (ii) Authorizing the Sale of the Debtors' Assets Free and Clear of all Liens, Claims, Encumbrances and Interests; (iii) Approving a Break-Up Fee and Expense Reimbursement; (iv) Approving the Form and Manner of Notice; and (v) Granting Related Relief (the "Motion"); and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and

¹ The Debtors in the cases are Movie Gallery, Inc., Hollywood Entertainment Corporation, Movie Gallery US, LLC, MG Real Estate, LLC, and HEC Real Estate, LLC. The Debtors are also referred to herein as, collectively, the Merchant.

proper notice of the Motion having been provided to (i) the Core Group (as defined in the Order Establishing Certain Notice, Case Management and Administrative Procedures dated February 8, 2010 (the “Case Management Order”)); (ii) the 2002 List (as defined in the Case Management Order); (iii) each Affected Entity (as defined in the Case Management Order); and (iv) all persons known to the Debtors who have expressed an interest in purchasing the Subject Assets² and/or acting as the Debtor’s agent with respect to the sale of the Subject Assets; and it appearing that no other or further notice need be provided; and an auction having been held on May __, 2010 (the “Auction”); and _____ (the “Successful Bidder”) having been identified as the successful bidder at the Auction; and the Debtors and the Successful Bidder having agreed to the appointment of the Successful Bidder as set forth in the Agency Agreement pursuant to which the Successful Bidder shall act as the Merchant’s exclusive agent for the limited purpose of (a) selling all of the Merchandise (as hereinafter defined) located in (i) Merchant’s retail store locations listed on Exhibit 1A to the Agency Agreement (each individually a “Store” or “Closing Location”, and collectively the “Stores” or, “Closing Locations”) by means of a “going-out-of-business”, “store closing” or similar theme sale (as further described below, the “GOB Sales”), (b) disposing of Merchant’s furniture, fixtures and equipment (the “FF&E”) located at (i) the Stores; and (ii) Merchant’s corporate offices and other facilities identified on Exhibit 1C (the “Corporate Offices”); (c) disposing of Merchant’s fee and leasehold interests in non-residential real property for the Closing Locations and the Corporate Offices, pursuant to Section 16 of the Agency Agreement; and (d) disposing of Merchant’s Intellectual Property, subject to Merchant’s IP Removal Option pursuant to Section 17(c) of the Agency Agreement (all of the assets identified in (a) through (d)), subject to the IP Removal Option set forth in Paragraph 17(c) of the Agency Agreement, shall be collectively

² Capitalized terms not defined in this Order shall have the meaning ascribed thereto in the Motion or the Agency Agreement dated __ attached hereto as Schedule A (the “Agency Agreement”).

referred to as the “Subject Assets”); and a further hearing having been held on May __, 2010 (the “Hearing”) to consider the relief requested in the Motion; and the appearances of all interested parties having been noted in the record of the Hearing; and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is

FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested are sections 105, 363 and 503 of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

C. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. Notice of the Motion and of the Hearing was given in accordance with the directive of the Court and as otherwise required by applicable law, as evidenced by the affidavits of service on file with the Clerk of the Court.

E. The notice of the Motion and of the Hearing was adequate and sufficient under the circumstances, and any otherwise applicable requirement for notice is hereby waived and

dispensed with. A reasonable opportunity to object or to be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

F. As demonstrated by testimony proffered at the Hearing and representations of counsel to the Debtors and other parties in interest made at the Hearing, the Debtors have conducted the bidding solicitation and auction process fairly, with adequate opportunity for interested parties to submit Qualified Bids.

G. The offer of the Successful Bidder, upon the terms and conditions set forth in the Agency Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agency Agreement, (i) is the highest and best offer received by the Debtors, (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors' estates.

H. The use by and transfer to the Successful Bidder of personally identifiable information, as defined in section 101(41A) of the Bankruptcy Code ("Personally Identifiable Information") (or assets containing personally identifiable information) in connection with certain components of the transaction is consistent with the Debtors' existing privacy policy; *provided, however,* that the Successful Bidder shall use such Personally Identifiable Information solely to conduct GOB Sales in accordance with the Agency Agreement.

I. The Debtors (i) have full corporate power and authority to execute and deliver the Agency Agreement and all other documents contemplated thereby, and the sale of the Debtors' Merchandise has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Agency Agreement and (iii) have taken all corporate action necessary to authorize and approve the Agency Agreement and the consummation of the transactions contemplated thereby. No consents or approvals, other than those expressly

provided for in the Agency Agreement or in this Order or as represented in the Motion or the hearing on this Motion, are required for the Debtors to consummate such transactions.

J. The Agency Agreement was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud. Neither the Debtors nor the Successful Bidder has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate Section 363(n) of the Bankruptcy Code to the Agency Agreement or to the consummation of the transactions contemplated thereby.

K. The Debtors were free to deal with any other party interested in liquidating some or all of the Debtors' assets. The Successful Bidder has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Successful Bidder has not acted in a collusive manner with any person and was not controlled by any agreement among bidders. The Successful Bidder is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the Successful Bidder and the Debtors.

L. The Agent Selection Procedures were negotiated in good faith by the Debtors and Great American. Specifically, the Break-Up Fee and Expense Reimbursement are fair and reasonable in amount and are reasonably related to Great American's risk, effort and expenses associated with their appointment to act as agent with respect to the sale of the Subject Assets. The Break-Up Fee and Expense Reimbursement are the product of extensive, arms-length negotiations between the Debtors and Great American. Accordingly, payment of the Break-Up Fee and Expense Reimbursement under the circumstances described in the GA Agreement is: (i) an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code; (ii) commensurate to the real and

substantial benefit conferred upon the Debtors' estates by Great American; (iii) reasonable and appropriate, in light of the size and nature of the proposed sale transaction and comparable transactions, the commitments that have been made and the efforts that have been and will be expended by Great American; and (iv) necessary to induce Great American to continue to pursue the sale transaction and to continue to be bound by the GA Agreement.

M. The Break-Up Fee and Expense Reimbursement also induced Great American to submit a bid that will serve as a minimum floor bid on which the Debtors, their creditors and other bidders may rely. Great American has provided a material benefit to the Debtors and their creditors by increasing the likelihood that the Debtors will receive the best possible price for the Subject Assets. The Break-Up Fee and Expense Reimbursement will not have an adverse impact upon the Debtors, their estates or their creditors. Accordingly, the Agent Selection Procedures, including the Break-Up Fee and Expense Reimbursement, are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

Now, therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted to the extent provided herein. All objections to the Motion that have not been withdrawn, waived, settled, or specifically addressed in this Order, and all reservations of rights included in such objections, are overruled in all respects on the merits and denied.

2. The Debtors and the Successful Bidder are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct the GOB Sales in accordance with (i) the Agency Agreement, (ii) the Final Order (A) Authorizing the Debtors to Conduct Store Closing Sales (B) Approving Procedures with Respect to Store Closing Sales, (C) Authorizing the Debtors to Pay Limited Liquidation and Closure Performance Bonuses, and (D) Authorizing

the Debtors to Abandon Certain De Minimis Assets in Connection with Store Closing Sales (Docket No. 1099; the “Store Closing Procedures Order”), and (iii) the terms of this Order and of the Store Closing Procedures attached hereto as Schedule B (the “Store Closing Procedures”), and the Sale Termination Date shall be August 31, 2010, unless the store closing sales are concluded prior to such date in the sole discretion of the Successful Bidder.

3. The Store Closing Procedures Order shall remain in full force and effect, except as modified by this Order, including the Store Closing Procedures. The Successful Bidder shall comply with, and shall be entitled to rely upon, the applicable terms of the Store Closing Procedures Order and this Order, including, without limitation the Store Closing Procedures,

4. The Successful Bidder (i) shall be bound by and shall honor the “no-sale” windows identified by the Debtors in an exhibit to the Agency Agreement, and (ii) shall, as directed by Debtors in writing, honor and abide by Debtors’ obligations to the Studios, Warner Home Video and any other party to the Term Sheet (as defined below), the Accommodation Agreement and/or the Revenue Share Agreements (as defined in the Term Sheet), provided, however, that the Successful Bidder shall not assume the Debtors’ obligations under the Term Sheet. The Agency Agreement shall not serve to limit or impair the Debtors’ payment obligations or any of the other provisions of the Debtors’ agreements with the Studios and Warner Home Video as set forth in the Term Sheet for Joint Plan of Liquidation of Movie Gallery Inc. and its Affiliated Debtors (the “Term Sheet”) which Term Sheet was attached to the Stipulation by and Between the Debtors, Lenado Capital Advisors and Affiliates (on Behalf of Certain Prepetition First Lien Revolving Lenders), the Prepetition First Lien Term Agent (on Behalf of the Prepetition First Lien Term Lenders), the Official Committee of Unsecured Creditors and Certain Movie Studios and Suppliers Regarding Final Cash Collateral Order and Plan Term Sheet filed on May 7, 2010 (Docket No. 1093)). For the avoidance of doubt,

nothing in this Order or the Agency Agreement shall alter the rights and obligations of the respective parties under the Term Sheet.

5. The Debtors are hereby authorized and empowered to enter into the Agency Agreement, and the Agency Agreement is hereby approved in its entirety and is incorporated herein by reference. All amounts payable to the Successful Bidder under the Agency Agreement shall be payable to the Successful Bidder without the need for any application of the Successful Bidder therefor or a further order of the Court.

6. Except as otherwise provided in this Order or in the Agency Agreement, pursuant to Section 363(f) of the Bankruptcy Code, the assets being sold pursuant to the Agency Agreement shall be sold free and clear of any and all mortgages, security interests, conditional sales or title retention agreements, pledges, hypothecations, liens, judgments, encumbrances or claims of any kind or nature (including, without limitation, any and all "claims" as defined in section 101(5) of the Bankruptcy Code), including, without limitation, those of the Prepetition Secured Parties, the Prepetition Second Lien Term Parties (as defined in the Cash Collateral Order), the Studios or Warner Home Video (as defined in the Term Sheet), or any other person or entity, whether arising by agreement, any statute or otherwise and whether arising before, on or after the date on which these chapter 11 cases were commenced (collectively, the "Pre-Existing Liens"), with such Pre-Existing Liens to attach to the Transaction Consideration, the Merchant's First Tranche Recovery Amount, if any, and the Merchant's Second Tranche Recovery Amount, if any and any other amounts payable to the Debtors under the Agency Agreement (collectively, the "Transaction Proceeds") with the same validity, force and effect as the same had with respect to the assets at issue, subject to any and all defenses, claims and/or counterclaims or setoffs the Debtors may possess. Without limiting the foregoing, Transaction

Proceeds will be Cash Collateral (as defined in the Cash Collateral Order) and shall be subject to the Cash Collateral Order.

7. All of the transactions contemplated by the Agency Agreement shall be protected by section 363(m) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

8. Unless otherwise ordered by the Court, all newspapers and other advertising media in which the GOB Sales may be advertised and all landlords are directed to accept this Order as binding authority so as to authorize the Debtors and the Successful Bidder to consummate the Agency Agreement and to conduct the GOB Sales at the Stores, including, without limitation, conducting and advertising of the GOB Sales (at the contractual rates charged to the Debtors prior to the Petition Date) in accordance with the Agency Agreement, the Store Closing Procedures, and this Order; and no further approval, license or permits of any governmental authority shall be required.

9. The Debtors and the Successful Bidder are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and to conduct the GOB Sales without necessity of further order of this Court as provided by the Agency Agreement, including, but not limited to, (a) the sale of certain of the Subject Assets by means of a Bulk Sale, and (b) advertising the GOB Sales through the posting of signs (including the use of exterior banners, at (i) non-enclosed mall Stores, and (ii) enclosed mall Stores to the extent the applicable Retail Store entrance does not require entry into the enclosed mall common area, use of signwalkers and street signage, in accordance with the Agency Agreement and as otherwise provided in the Store Closing Procedures. Notwithstanding anything to the contrary in the Store Closing Procedures Order, this Order or the Store Closing Procedures, the Successful Bidder: (i)

is authorized to conduct, advertise, post signs and otherwise promote the GOB Sales as “going out of business” sales; and (ii) the Successful Bidder shall be deemed to be the “Consultant” as defined in the Store Closing Procedures Order for all purposes related to the conduct and implementation of GOB Sales.

10. Except as otherwise expressly provided for in the Agency Agreement, title to each Subject Asset shall remain with the applicable Debtor’s estate and each Subject Asset shall remain property of the applicable Debtor’s estate until the earlier of (i) the sale of such Subject Asset by the Successful Bidder to a third party and (ii) (with respect to Subject Assets that are not subject to revenue share agreements) the occurrence of the Sale Termination Date.

11. This Court shall retain exclusive jurisdiction to resolve any disputes regarding this Order and the actions authorized hereunder brought by or against any person, including, without limitation, (i) any claim or issue relating to any efforts to prohibit, restrict or in any way limit banner and signwalker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional and non-deceptive manner, (ii) any claim of the Debtors, the landlords and/or the Successful Bidder for protection from interference with the GOB Sales and (iii) any other disputes related to the GOB Sales or arising under the Agency Agreement or the implementation thereof.

12. Throughout the applicable Sale Term, the Successful Bidder shall have the right to use the Stores and all related services, furniture, fixtures, equipment and other assets of Debtors for the purpose of conducting the GOB Sales, in each case solely in accordance with the applicable provisions of the Agency Agreement.

13. In connection with the IP Designation Rights, the IP Designation Rights Procedures set forth in Section 17(b) of the Agency Agreement and the IP Removal Option set forth in Section 17(c) of the Agency Agreement are approved; *provided however*, any transfer of

Personally Identifiable Information to, or which is to be used by, the Successful Bidder or its designee shall be consistent with the Debtors' privacy policy.

14. In addition to the IP Designation Rights being granted to the Successful Bidder under the Agency Agreement, until the applicable Sale Termination Date, the Successful Bidder shall be granted a limited license and right to use the Debtors' trade names, logos and customer lists relating to and used in connection with the operation of the Stores, solely for the purpose of advertising the GOB Sales in accordance with the applicable terms of the Agency Agreement.

15. Except as expressly provided for in the Agency Agreement, nothing in this Order or the Agency Agreement and none of the Successful Bidder's actions taken in respect of the GOB Sales shall be deemed to constitute an assumption by the Successful Bidder of any of the Debtors' obligations relating to any of the Debtors' employees. Moreover, the Successful Bidder shall not become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to such employees.

16. Except as set forth in the Agency Agreement, the Debtors and/or the Successful Bidder (as the case may be) are authorized and empowered to transfer assets among the Stores and among the Current Stores (but not among the Stores and Current Stores). The Successful Bidder shall be permitted to include in the GOB Sales as consigned goods the Additional Agent Merchandise in accordance with the terms and provisions of the Agency Agreement. At all times, title to the Additional Agent Merchandise shall remain with the Successful Bidder and the Additional Agent Merchandise and the proceeds thereof, shall not constitute property of the estate of any one or more of the Debtors.

17. The Lease Designation Rights and the procedures set forth in the Agency Agreement to be followed in connection therewith are approved, subject to the affected landlord's rights to: (i) receive appropriate notice of and an opportunity to be heard; (ii) payment

of all cure amounts due pursuant to Section 365; (iii) object to the proposed designee's adequate assurance of further performance; and (iv) assert any enforceable shopping center use restriction. This Court shall retain jurisdiction over any disputes or objections raised by the affected landlords with respect to the foregoing. Notwithstanding anything to the contrary in this Order, in the event the Successful Bidder elects to require the Debtors to assume and assign a lease to the Successful Bidder or its designee, the Successful Bidder or its designee shall be obligated to pay all Pre-Petition Cure Amounts due under the lease to be assumed and the Debtors shall be obligated to pay all Post-Petition Cure Amounts consistent with the Agency Agreement.

18. Upon the issuance of the Letter of Credit provided for in the Agency Agreement, the Debtors shall grant to the Successful Bidder, solely in accordance with the terms of the Agency Agreement, pursuant to sections 364(d) and 507 of the Bankruptcy Code, a valid and perfected first priority security interest and superpriority administrative claim (subject to the subordination provisions set forth below in this paragraph and in the Agency Agreement) in and lien upon the Subject Assets and the Comprehensive Sale Proceeds to secure all obligations of Debtors under the Agency Agreement; *provided, however,* that until the payment of: (i) the Transaction Consideration; (ii) the Merchant's First Tranche Recovery Amount, if any; (iii) the Merchant's Second Tranche Recovery Amount, if any; (iv) any amounts necessary to reimburse Merchant for Comprehensive Sale Expenses; and (v) any other amounts to be paid to the Debtors under the Agency Agreement, the Successful Bidder's security interest shall remain junior and subordinate in all respects to the liens, security interests and claims of Prepetition Secured Parties, the Prepetition Second Lien Term Parties, and any holders of Pre-Existing Liens to the extent of the unpaid portion of the Transaction Consideration, the Recovery Amount and Expenses. Upon entry of this Order and payment of the Initial Transaction Payment and the

issuance of the Letter of Credit, the security interest granted to the Successful Bidder shall be deemed properly perfected without the need for further filings or documentation.

19. The Transaction Proceeds shall be the perfected collateral of the Prepetition Secured Parties and the Prepetition Second Lien Term Parties and shall be subject to liens and administrative expense claims of the Prepetition Secured Parties and the Prepetition Second Lien Term Parties as provided in, and subject to the priorities set forth in, the Cash Collateral Order without further action by the Prepetition Secured Parties or the Prepetition Second Lien Term Parties.

20. The provisions of this Order, the Agency Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan of reorganization of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Agency Agreement, as well as the rights and interests granted pursuant to this Order and the Agency Agreement shall continue in this or any superseding case and shall be binding upon the Debtors, the Successful Bidder and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in these cases shall be and hereby is authorized to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Order and the Agency Agreement, and the Successful Bidder and the trustee shall be and hereby are authorized to perform under the Agency Agreement upon the appointment of a trustee without the need for further order of this Court. In the event a chapter 7 trustee determines that it needs further order of this Court in connection with the continued operation of the business, such motion shall be heard on an expedited basis.

21. To the extent that anything contained in this Order conflicts with a provision in the Agency Agreement or the Store Closing Procedures, this Order shall govern and control. This Court shall retain exclusive jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation of this Order or otherwise arising from or related to the Agency Agreement.

22. The Successful Bidder shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Successful Bidder, in each case, other than as expressly provided for in the Agency Agreement. The Successful Bidder shall have no successor liability whatsoever with respect to any Liens or claims of any nature that may exist against the Debtors.

23. No bulk sale or similar law shall prohibit the Debtors or the Successful Bidder from taking action contemplated by the Agency Agreement.

24. The Debtors, the Successful Bidder and each of their respective officers, employees and agents are hereby authorized to execute such documents and to do such acts as are necessary or desirable to carry out the GOB Sales and effectuate the Agency Agreement, and the related actions set forth therein.

25. Notwithstanding Bankruptcy Rules 4001 and 6004, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Successful Bidder are free to perform under the Agency Agreement at any time, subject to the terms of the Agency Agreement.

26. The Successful Bidder is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Agency Agreement, and the conduct of the GOB Sales.

27. In the event the Successful Bidder fails to consummate the transaction as a result of the Successful Bidder's default or breach under the applicable purchase agreement by the closing date contemplated in such purchase agreement, the Debtors shall (i) retain the Successful Bidder's Good Faith Deposit as liquidated damages and any other claims for damages; and (ii) be free to enter into a new purchase agreement with the next most appropriate Qualified Bidder at the highest price bid by such bidder at the Auction, whose Qualifying Bid shall be deemed open, without the need for an additional hearing before or order of the Bankruptcy Court.

Dated: May ____, 2009

United States Bankruptcy Judge

We ask for this:

/s/

KUTAK ROCK LLP

Michael A. Condyles (VA 27807)
Peter J. Barrett (VA 46179)
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and

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Attorneys for Debtors and Debtors in Possession

SCHEDULE A
(Approved Agency Agreement)
(See Attached Exhibit B)

SCHEDULE B
(Amended Store Closing Procedures)

The following guidelines and procedures shall apply to GOB Sales:

1. The Debtors are authorized, on their own or through their Agent, to liquidate inventory, fixtures and equipment by any commercially reasonable means, including, but not limited to, in-store liquidations using either the Debtors' or their Agent's employees or a third-party agent (provided, to the extent applicable, the Debtors' engagement of such an agent has been authorized and approved by the Bankruptcy Court), notwithstanding contrary provisions in any leases restricting such sales, and without further order of the Court.
2. The Debtors or their Agent are authorized to sell, or in the exercise of their business judgment, to abandon, certain de minimis personal property, including but not limited to furniture, fixtures, and equipment ("De Minimis Property") as part of the GOB Sales. The Debtors or their Agent will leave each Store subject to GOB Sales in "broom clean" condition, and the Debtors or their Agent are authorized to abandon on site all unsold De Minimis Property.
3. The GOB Sales shall be conducted during normal business hours or such hours as otherwise permitted by the lease; provided that the Debtors and their Agent shall abide by any applicable mall guidelines regarding maintenance, security and trash removal.
4. The shall be conducted in accordance with applicable state and local "Blue Laws," and thus, where applicable, no Sale shall be conducted on Sunday unless the Debtors had been operating such stores on Sundays prior to the Commencement Date.
5. The Agent shall have the right to use the stores and all related services, furniture, fixtures, equipment and other assets of Debtors as designated hereunder for the purpose of carrying out its duties under the Agency Agreement, free of any interference from any entity or person subject to compliance with the Store Closing Guidelines and the Order.
6. The Agent is authorized to conduct, advertise, post signs and otherwise promote the GOB Sales as a "going-out-of-business", "store closing," "sale on everything," "everything

must go,” or similar themed sale, subject to compliance with the Store Closing Guidelines and the Order and shall be permitted to use signs and internal and external banners and signwalkers to promote such GOB Sales.

7. The Agent shall be granted a limited license and right to use the Debtors’ trade names, logos and customer lists relating to and used in connection with the operation of the Stores, solely for the purpose of advertising the GOB Sales in accordance with the terms of the Agency Agreement.

8. All display and hanging signs used by the Debtors and their Agent in connection with GOB Sales shall be professionally lettered and all hanging signs shall be hung in a professional manner. Nothing contained herein shall be construed to create or impose upon the Debtors any additional restrictions not contained in the applicable lease. In addition, the Debtors and their Agent shall be permitted to utilize exterior banners and signwalkers. The Debtors and their Agent also may hang signage indicating the availability of the store’s lease for potential assignment.

9. If sales of Merchandise are to be considered “final,” conspicuous signs shall be posted in each of the affected stores to the effect that all sales are “final.”

10. The Debtors and their Agent shall not make any alterations to interior or exterior store lighting. No property of any landlord of a store shall be removed or sold during the GOB Sales.

11. The Debtors and their Agent shall keep store premises and surrounding areas clear and orderly consistent with present practices.

12. The landlords of the stores shall have reasonable access to the store premises upon conclusion of the GOB Sales for the purpose of dressing store windows to minimize the appearance of a dark store.

13. Counsel for the Debtors, Kutak Rock LLP, 1111 E. Main Street, Suite 800, Richmond, Virginia 23219, Telephone: (804) 644-1700, Attn: Jeremy Williams, shall be the designated contact for landlords should an issue arise concerning the conduct of a Store Closing Sale.

EXHIBIT B
(GA AGREEMENT)

AGENCY AGREEMENT

This Agency Agreement (the “Agreement”) is made as of this 13th day of May, 2010, by and between GREAT AMERICAN WF, LLC, with a principal place of business located at 21860 Burbank Blvd, Suite South 300, Woodland Hills, CA 91367 (the “Agent”) and MOVIE GALLERY, INC. and its affiliated debtors and debtors-in-possession, each with a principal place of business at 9275 SW Payton Lane, Wilsonville, OR 97070 (collectively, the “Merchant”).

RECITALS

WHEREAS, the Merchant desires that the Agent act as the Merchant's exclusive agent for the limited purpose of (a) selling all of the Merchandise (as hereinafter defined) located in (i) Merchant's retail store locations listed on Exhibit 1A attached hereto (each individually a “Store”, and collectively the “Stores”) by means of a “going-out-of-business”, “store closing” or similar theme sale (as further described below, the “Sale”), (b) disposing of Merchant's furniture, fixtures and equipment located at (i) the Stores, and (ii) Merchant's corporate offices and other facilities identified on Exhibit 1C (the “Corporate Offices”) (the “FF&E”); and (c) disposing of Merchant's fee and leasehold interests in non-residential real property for the Stores and the Corporate Offices, pursuant to Section 16 hereof, and (d) disposing of Merchant's Intellectual Property (as hereinafter defined), subject to Merchant's IP Removal Option pursuant to Section 17(c) hereof. The assets identified in (a) through (d) shall be collectively referred to as the “Subject Assets”)

WHEREAS, Agent is willing to serve as Merchant's exclusive agent to conduct the Sale and dispose of the FF&E and Intellectual Property in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Merchant hereby agree as follows:

Section 1. Defined Terms. The terms set forth below are defined in the referenced sections of this Agreement:

<u>Defined Term</u>	<u>Section Reference</u>
Adjustment Amount	Section 3.3(a)
Agency Documents	Section 11.1(b)
Agent	Preamble
Agent Claim	Section 12.5
Agent Indemnified Parties	Section 13.1
Approval Order	Section 2
Auction	Section 16
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Benefits Cap	Section 4.1

Central Service Expenses	Section 4.1
Transaction Consideration	Section 3.1(a)
Comprehensive Sale Expenses	Section 4.1
Comprehensive Sale Proceeds	Section 7.1
Corporate Offices	Recitals
Defective Merchandise	Section 5.2(b)
Designated Deposit Accounts	Section 7.2
Display Merchandise	Section 5.2(b)
Distribution Centers	Section 4.1
Events of Default	Section 14
Excluded Benefits	Section 4.1
FF&E	Recitals
Final Inventory Reconciliation	Section 3.3(a)
Final Reconciliation	Section 3.5(a)
Gift Cards/Credits/Power Play Points	Section 8.2(b)
Gross Rings	Section 6.3
Initial Transaction Payment	Section 3.3(b)
Letter of Credit	Section 3.4(a)
Merchandise	Section 5.2(a)
Merchant	Preamble
Near Date Merchandise	Section 5.2(b)
Occupancy Expenses	Section 4.1
Outdated Merchandise	Section 5.2(b)
Remaining Merchandise	Section 3.2
Retained Employee	Section 9.1
Retention Bonus	Section 9.4
Returned Merchandise	Section 8.5
Sale	Recitals
Sale Commencement Date	Section 6.1
Sale Guidelines	Section 8.1(a)
Sale Term	Section 6.1
Sale Termination Date	Section 6.1
Sales Taxes	Section 8.3
Secured Creditors	Section 2
Store(s)	Recitals
Supplies	Section 8.4
WARN Act	Section 9.1

Section 2. Appointment of Agent; Bankruptcy Court Approval. The

Merchant hereby appoints the Agent, and the Agent hereby agrees to serve, as the Merchant's exclusive agent for the limited purpose of (a) conducting the Sale and disposing of the FF&E at the Stores and Corporate Offices, (b) marketing and selling Merchant's real estate interests for the Stores and the Corporate Offices, and (c) disposing of the Intellectual Property, all in accordance with the terms and conditions of this Agreement. Merchant's and Agent's respective obligations hereunder are subject to approval of the Bankruptcy Court and shall be of no force and effect in the event that they are not so approved. As soon as practicable after Merchant's execution of this Agreement, Merchant shall apply to the Bankruptcy Court for an order, substantially in the form annexed hereto as Exhibit 2 approving this Agreement in its entirety

(the “Approval Order”). The Approval Order shall provide, in a form satisfactory to Merchant, Agent, and the “Prepetition Secured Parties” as such term is defined in that certain Final Order (A) Authorizing The Use of Cash Collateral, (B) Granting Adequate Protection To Certain Pre-Petition Secured Parties, and (C) Granting Related Relief entered by the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Bankruptcy Court”), on February 22, 2010 (as it may hereafter be amended, supplemented, restated or modified pursuant to its terms, the “Cash Collateral Order”) (such Prepetition Secured Parties collectively referred to herein as the “Secured Creditors”), that: (i) this Agreement is in the best interests of Merchant, Merchant's estate, creditors and other parties in interest; (ii) this Agreement (and each of the transactions contemplated hereby) is approved in its entirety, including but not limited to the terms of procedures of (a) the Leasehold Designation Rights, provided for in Section 16 hereof, and (b) the Bulk Sale Designation Rights provided for in Section 17(a) hereof; and (c) the Intellectual Property Designation Rights provided for in Section 17(b) hereof; (iii) Merchant and Agent shall be authorized to take any and all actions as may be necessary or desirable to implement this Agreement and each of the transactions contemplated hereby; (iv) Agent shall be entitled to sell all Merchandise and FF&E and Intellectual Property (subject to Section 17(b) hereof) hereunder free and clear of all liens, claims or encumbrances thereon; any presently existing liens encumbering all or any portion of the Merchandise, the FF&E, the Intellectual Property, or the Comprehensive Sale Proceeds attaching only to the Transaction Consideration and amounts reimbursed to Merchant on account of Comprehensive Sale Expenses; (v) Agent shall have the right to use the Stores and all related Store services, furniture, fixtures, equipment and other assets of Merchant as designated hereunder for the purpose of conducting the Sale, free of any interference from any entity or person; (vi) Agent, as agent for Merchant, is authorized to conduct, advertise, post signs and banners and otherwise promote the Sale as a “going-out-of-business”, “store closing” or similar theme sale without further consent of any person in a manner consistent with the Sale Guidelines attached hereto as Exhibit 8.1; (vii) Agent shall be granted a limited license and right to use until the Sale Termination Date the trade names, logos and customer lists relating to and used in connection with the operation of Stores, solely for the purpose of advertising the Sale in accordance with the terms of the Agreement; (viii) each and every federal, state or local agency, department or governmental authority with regulatory authority over the Sale and all newspapers and other advertising media in which the Sale is advertised shall be directed to accept the Approval Order as binding and to allow Merchant and Agent to consummate the transactions provided for in this Agreement, including, without limitation, the conducting and advertising of the Sale in the manner contemplated by this Agreement, and no further approval, license or permit of any governmental authority shall be required; (ix) all utilities, landlords, creditors and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct of the Sale, institute any action in any court (other than in the Bankruptcy Court) or before any administrative body which in any way directly or indirectly interferes with or obstructs or impedes the conduct of the Sale; (x) the Bankruptcy Court shall retain jurisdiction over the parties to enforce this Agreement; (xi) subject to the provisions of Section 19 hereof, grant Agent a first priority post-petition lien and security interest under section 364(d) of the Bankruptcy Code in and to (1) the Subject Assets and (2) all Comprehensive Sale Proceeds; (xii) no bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein and (xiii) sales of the Subject Assets shall be protected by Section 363(m) of the Bankruptcy Code in the event that the Approval Order is reversed or modified on appeal.

Section 3. Consideration to Merchant and Agent.

3.1 Payments to Merchant.

(a) Transaction Consideration. As a guaranty of Agent's performance hereunder, Agent guarantees that Merchant shall receive the sum of sixty-two million three hundred thousand dollars (\$62,300,000) (the "Transaction Consideration"); provided, however, (i) in the event that the aggregate Unit Count of the Merchandise, by Merchandise category is less than or more than the number of units allocated to such Merchandise category set forth on Exhibit 3.1(a)(i); then the Transaction Consideration shall be adjusted in accordance with Exhibit 3.1(a)(i) hereof (the "Inventory Adjustment"); and/or (ii) the Transaction Consideration shall be subject to adjustment (the "Revenue Share Adjustment") if and to the extent required under Section 3.6 hereof.

(b) In the event that the aggregate Comprehensive Sale Proceeds exceeds the sum of (i) the Transaction Consideration, as adjusted by any applicable Inventory Adjustment and/or Excess Revenue Sharing Adjustment, but not taking into account any applicable Revenue Share Savings Adjustment; plus (ii) Comprehensive Sale Expenses (the "Sharing Threshold"), such Comprehensive Sale Proceeds in excess of the Sharing Threshold, if any shall be shared as follows: (x) an amount equal to three percent (3%) of aggregate Comprehensive Sale Proceeds, to the extent available, shall be paid to Agent as its base fee hereunder (the "Agent's Fee"); (y) an amount equal to the next two percent (2%) of aggregate Comprehensive Sale Proceeds, shall be shared fifty percent (50%) to Merchant ("Merchant's First Tranche Recovery Amount") and fifty percent (50%) to Agent ("Agent's First Tranche Recovery Amount"); and (z) all remaining Comprehensive Sale Proceeds, if any shall be shared seventy percent (70%) to Merchant ("Merchant's Second Tranche Recovery Amount") and thirty percent (30%) to Agent ("Agent's Second Tranche Recovery Amount").

(c) The Transaction Consideration will be calculated based upon the aggregate Unit Count of the Merchandise in the Stores, as of the Sale Commencement Date included in the Sale as determined by Gross Rings and a count of the Remaining Merchandise.

3.2 Payments to Agent. Agent shall, as its compensation for services rendered to Merchant, subject to the terms and conditions of Section 3.1(b), receive, if the Sharing Threshold is exceeded, the Agent's Fee, Agent's First Tranche Recovery Amount, if any, and Agent's Second Tranche Recovery Amount, if any; provided, however, that Merchant shall also receive, by deposit to the Merchant's Account, any payments of Merchant Recovery Amounts due to Merchant on a pro rata basis in accordance with Section 3.1(b) on payment of any Agent's First Tranche Recovery Amount or Agent's Second Tranche Recovery Amount. All unsold Merchandise remaining, if any, in the Stores at the Sale Termination Date that is not Revenue Share Merchandise ("Remaining Merchandise") shall become the property of Agent, free and clear of all liens, claims and encumbrances, and Comprehensive Sale Proceeds generated from the sale of such Remaining Merchandise after the Sale Termination Date shall be the property of Agent. All unsold Revenue Share Merchandise remaining, if any, in the Stores at the Sale Termination Date (the "Unsold Revenue Share Merchandise") shall remain the property of Merchant, but shall be consigned to Agent to sell on Merchant's behalf. Agent's consignment fee for the sale of any item of Unsold Revenue Share Merchandise after the Sale Termination Date shall be equal to 99.9% of the sale proceeds thereof. Merchant shall file UCC-1 financing

statements in the appropriate jurisdictions reflecting the consignment of Unsold Revenue Share Merchandise.

3.3 Time of Payments.

(a) On the first business day following issuance of the Approval Order, Agent shall make an initial payment of the Transaction Consideration to Merchant in the amount of forty-six million five hundred thousand dollars (\$46,500,000) (the “Initial Transaction Payment”), which amounts shall be paid by Agent by wire transfer as follows:

(i) An amount equal to thirty five percent (35%) of the Transaction Consideration (the “Adjustment Amount Escrow”) shall be deposited into an escrow account with an escrow agent (the “Escrow Agent”) reasonably acceptable to Merchant, Agent, and the Secured Creditors, which amount shall be held in escrow by the Escrow Agent pursuant to the terms of an escrow agreement reasonably acceptable to Merchant, Agent, and the Secured Creditors; provided however, commencing in the third weekly sale reconciliation under Section 8.7 hereof, and continuing during each subsequent weekly sale reconciliation, Merchant and Agent shall confer in good faith for purposes of evaluating whether, based upon sales of Merchandise to date, all or a portion of the Adjustment Amount Escrow should be released to Merchant’s Account, as hereafter defined (each an “Interim Escrow Release”); and

(ii) The balance of the Initial Transaction Payment shall be deposited into the account listed on Exhibit 3.3 hereof and shall not, as between Merchant and Agent, be subject to any use restriction hereunder, but upon deposit shall be subject in all respects to the Cash Collateral Order and Plan Term Sheet.

(iii) Merchant and Agent shall reconcile the sales of Merchandise by Unit Count as part of the weekly Sale reconciliations provided for under Section 8.7 hereof, and Merchant and Agent shall reasonably cooperate in calculating the appropriate amount of any Interim Escrow Release, and any additional weekly installments of the remaining portion of the Transaction Consideration.

(b) The unpaid balance of the Transaction Consideration, if any, shall be paid by Agent to Merchant on the first business day following the issuance of the final reconciliation of the Gross Rings, after verification thereof by Agent and Merchant in consultation with the Secured Creditors (the “Final Inventory Reconciliation”) and unless there is an Adjustment Amount due to Agent, Merchant and Agent shall jointly instruct the Escrow Agent to disburse to Merchant, to the extent not theretofore released, all remaining funds in the Adjustment Amount Escrow. Agent and Merchant shall use their reasonable best efforts to issue the Final Inventory Reconciliation within seven (7) days after the conclusion of the Sale Term. In the event that the Final Inventory Reconciliation shows that the Initial Transaction Payment and/or all other amounts funded by Agent on account of the Transaction Consideration or Comprehensive Sale Expenses reimbursed to Agent exceed the Transaction Consideration and amounts due Merchant on account of Comprehensive Sale Expenses (the “Adjustment Amount”) then within two (2) business days after the Adjustment Amount is determined, Merchant and Agent shall jointly instruct the Escrow Agent to release the Adjustment Amount to Agent, with any remaining amounts in the Adjustment Amount Escrow to be released to Merchant. To the extent that the Adjustment Escrow Amount is not sufficient to satisfy the Adjustment Amount

due to Agent, then Agent shall make demand for payment of any such unpaid amounts of Merchant and Merchant shall promptly tender payment of the Adjustment Amount to Agent, which amount shall be entitled to treatment as a super-priority administrative expense claim with an administrative priority over other administrative expense and priority claims.

(c) All payments between Merchant and Agent hereunder shall be by wire transfer of immediately available funds, unless otherwise agreed between Merchant and Agent.

3.4 Security.

(a) To secure payment of the balance of any unpaid portion of the Transaction Consideration and reimbursement of Comprehensive Sale Expenses, and any other amounts due from Agent to Merchant hereunder, Agent shall deliver to Merchant an irrevocable and transferable standby letter of credit (substantially in the form of Exhibit 3.4 (a) annexed hereto) in the original face amount equal to five million dollars (\$5,000,000), naming Merchant and its transferees as the beneficiary (the "Letter of Credit"). The Letter of Credit shall be delivered to Merchant one (1) business day following the Sale Commencement Date, and shall be issued by a bank selected by Agent and reasonably acceptable to Merchant and the Secured Creditors. In the event that Agent fails to pay to Merchant any amount required to be paid hereunder, or fails to perform any obligation hereunder, the beneficiary shall be entitled to draw on the Letter of Credit to fund such amount or obligation following three (3) days written notice to Agent of the beneficiary's intention to do so. The Letter of Credit shall expire no earlier than sixty (60) days after the Sale Termination Date, provided, that, in the event that at the scheduled expiration date of the Letter of Credit there remains any unresolved dispute as to the amount of the Transaction Consideration, the beneficiary of the Letter of Credit may, in its discretion, exercise the right to cause Agent to have the expiration date of the Letter of Credit extended for thirty (30) day intervals (or such other longer duration as the beneficiary and Agent may agree) until such time as the subject dispute has been resolved and any additional amounts due hereunder paid to Merchant; provided however, if Agent fails to timely extend the expiration date of the Letter of Credit as requested, the beneficiary shall have the right to draw upon the Letter of Credit in an amount equal to the disputed unpaid amount, upon the earlier of (a) three (3) days written notice of its intention to do so, or (b) two (2) business days prior to the expiration date of the Letter of Credit. In the event that Agent shall have paid to Merchant all amounts due hereunder prior to such date, Merchant agrees (and any transferee of the Letter of Credit will agree as a condition to the transfer) to surrender the original Letter of Credit to the issuer thereof together with written notification that the Letter of Credit may be terminated. Merchant and Agent agree that after payment of the unpaid portion of the Transaction Consideration pursuant to Section 3.3 above, the face amount of the Letter of Credit shall be reduced in an amount(s) to be agreed upon by Merchant and Agent. Merchant and Agent acknowledge the security interest of the Secured Lenders in the Letter of Credit and the proceeds thereof provided for in the Cash Collateral Order. Proper drawings under the Letter of Credit shall not, as between Merchant and Agent, be subject to any use restriction hereunder, but upon receipt by the beneficiary shall be subject in all respects to the Cash Collateral Order and Plan Term Sheet

3.5 Final Reconciliation. (a) Within thirty (30) days after the Sale Termination Date, Agent and Merchant shall jointly prepare a final reconciliation of the Sale including, without limitation, a summary of Comprehensive Sale Proceeds, Sales Taxes,

Comprehensive Sale Expenses incurred by Merchant, and any other accountings required hereunder (the “Final Reconciliation”). Within five (5) days of completion of the Final Reconciliation, any undisputed and unpaid Comprehensive Sale Expenses incurred by Merchant, shall be paid by Agent. In the absence of an order of the Bankruptcy Court, no such disputed amount(s) shall be paid until the dispute has been resolved by agreement of the parties or as determined in the manner prescribed in Section 3.5(b) hereof. During the Sale Term, and until all of Agent’s obligations under this Agreement have been satisfied, Merchant, Agent and the Secured Creditors and their respective representatives shall have reasonable access to Merchant’s and Agent’s records with respect to the Merchandise, transfers of Merchandise (that occur prior to and during the Sale), Comprehensive Sale Proceeds, taxes and Comprehensive Sale Expenses incurred by Merchant to review and audit such records.

(b) In the event that there is any dispute with respect to the Final Reconciliation such dispute shall be promptly (and in no event later than the third business day following the request by either Merchant or Agent) submitted to the Bankruptcy Court for resolution.

3.6 Revenue Sharing Adjustment. (a) Merchant has identified the Merchandise included in the Sales that is subject to so-called revenue sharing arrangements, subject to and limited to the titles and unit quantities set forth on Exhibit 3.6 annexed hereto (the “Revenue Share Merchandise”) with the vendors thereof (the “Revenue Share Agreements”). As part of the weekly sale reconciliations pursuant to Section 8.7 hereof, Merchant and Agent shall jointly monitor the sale of Revenue Share Merchandise, and Merchant and Agent shall cooperate with each other in the preparation of weekly sale reports (which will be shared with the Secured Creditors) showing the sales of the Revenue Share Merchandise and the sale price therefor. Merchant shall, in consultation with Agent, calculate the amount of any payments due to vendors under the applicable Revenue Share Agreements with respect to the titles listed on Exhibit 3.6 annexed hereto (the “Revenue Share Obligations”) and Merchant shall promptly pay such obligations when they are due.

(b) If, and to the extent, the aggregate amount of Revenue Share Obligations is less than \$10,500,000 the (“Revenue Share Savings”), then the Transaction Consideration shall be reduced by an amount equal to 50% of such Revenue Share Savings. If the aggregate Revenue Share Obligations are greater than \$10,500,000, then there shall be a Revenue Sharing Adjustment increasing the Transaction Consideration by an amount equal to the lesser of (a) 100% of the excess and (b) \$4,500,000 (“Excess Revenue Share Adjustment”).

(c) Nothing in this Agency Agreement shall serve to limit or impair Merchant’s payment obligations under, or any of the other provisions of, Merchant’s agreements with the Studios and Warner Home Video as set forth in the Term Sheet for Joint Plan of Liquidation of Movie Gallery Inc. and its Affiliated Debtors (the “Term Sheet”) which Term Sheet was attached to the Stipulation by and Between the Debtors, Lenado Capital Advisors and Affiliates (on Behalf of Certain Prepetition First Lien Revolving Lenders), the Prepetition First Lien Term Agent (on Behalf of the Prepetition First Lien Term Lenders), the Official Committee of Unsecured Creditors and Certain Movie Studios and Suppliers Regarding Final Cash Collateral Order and Plan Term Sheet filed on May 7, 2010 (Docket No. 1093)). Agent shall, as directed by Merchant in writing, honor and abide by Merchant’s obligations to the Studios, Warner Home Video or any other party to the Term Sheet, the Accommodation

Agreements, and/or the Revenue Share Agreements (collectively, the “Studio Related Agreements”). Agent shall not, except as expressly provided for in section (c)(i) below, assume Merchant’s obligations under the Term Sheet and Agent’s liability with respect to the Revenue Share Obligations and/or Studio Related Agreements shall be limited to Agent’s obligation to pay the Excess Revenue Share Adjustment, if any as provided for in Section 3.6(a) above.

(i) Agent shall be bound by and shall honor any “no-sale” windows identified by Merchant on Exhibit 3.6; provided however between the date hereof and the Auction, Merchant, Agent, the Studios and Warner Home Video shall work together to identify additional provisions of the Studio Related Agreements that are within the control of Agent, if any, to which Agent will agree to be bound (the “Agent’s Studio Agreement Obligations”) so as to obtain the Studios’ and Warner Home Video’s consent to the Sale. Absent an agreement between Merchant, Agent, the Studios and Warner Home Video, nothing contained in the Agency Agreement shall be deemed to modify, limit or waive the Studios’ or Warner Home Video’s right to object to the Sale.

(ii) Upon receiving advice of any sale of Unsold Revenue Share Merchandise by Agent after the conclusion of the Sale Term, Merchant shall promptly make payment of any amounts due under the applicable Revenue Share Agreement.

Section 4. Comprehensive Sale Expenses of the Sale.

4.1 Comprehensive Sale Expenses. Agent shall be responsible for all Comprehensive Sale Expenses incurred in conducting the Sale. As used herein, “Comprehensive Sale Expenses” shall mean Store-level operating expenses of the Sale which arise during or are related to the Sale Term at the Stores limited to the following:

(a) all payroll and commissions, if applicable, for all Retained Employees (as defined in this Agency Agreement) used in conducting the Sale for actual days/hours worked during the Sale Term as well as payroll, to the extent retained by Agent for the Sale, for any of Merchant’s former employees or temporary labor;

(b) actual amounts payable by Merchant for benefits for Retained Employees (including FICA, unemployment taxes, workers’ compensation and healthcare insurance, and vacation, sick or similar benefits that accrue during the Sale Term, but excluding Excluded Benefits) for Retained Employees used in the Sale, in an amount not to exceed 10% of the aggregate base payroll for all Retained Employees in the Stores (the “Benefits Cap”);

(c) Retention Bonuses for Retained Employees, as provided for in Section 9.4 hereof;

(d) advertising and direct mailings relating to the Sale, and Store interior and exterior signage and banners relating to the Sale;

(e) credit card fees, chargebacks and discounts with respect to Merchandise sold in the Sale;

- (f) bank service charges (for Store and corporate accounts), check guarantee fees, and bad check expenses to the extent attributable to the Sale;
- (g) costs for additional Supplies used at the Stores;
- (h) all fees and charges required to comply with applicable general laws in connection with the Sale;
- (i) Store cash theft and other store cash shortfalls in the registers;
- (j) any and all costs relating to the processing, transfer and consolidation of Merchandise between and among the Stores, at Agent's direction, including delivery and freight costs;
- (k) Store trash and snow removal;
- (l) on-site supervision of the Stores or at the Corporate Offices, including base fees and bonuses of Agent's field personnel, travel to and from the Stores and/or the Corporate Office and incidental out-of-pocket and commercially reasonable travel expenses relating thereto (including reasonable and documented corporate travel to monitor and manage the Sale);
- (m) postage, courier and overnight mail charges to and from or among the Stores and central office to the extent relating to the Sale;
- (n) actual Occupancy Expenses for the Stores on a per location and per diem basis in an amount not to exceed the per Store per diem amount set forth on Exhibit 4.1 annexed hereto;
- (o) Agent's actual cost of capital (including Letter of Credit fees and other financing fees, charges and expenses incurred by Agent) and insurance;
- (p) Central Services Expenses in an amount equal to \$10,000 per week of the Sale Term.
- (q) third party payroll processing;
- (r) Agent's reasonable out-of-pocket costs and expenses, including but not limited to, corporate travel, legal fees and expenses, incurred in connection with the review of data, preparation, negotiation and execution of this Agreement, the Approval Order and any ancillary documents, and/or in connection with Agent's conduct of the sale and enforcement of its rights under this Agreement and/or the Approval Order;
- (s) Bulk Sale Disposition Expenses;
- (t) Intellectual Property Disposition Expenses;
- (u) Real Estate Disposition Expenses; and

(v) Store FF&E Disposition Expenses.

Notwithstanding anything herein to the contrary, to the extent that any Expense listed in Section 4.1 is also included on Occupancy Expense Exhibit, then the Occupancy Expense Exhibit shall control, and such Expenses shall not be double counted.

“Comprehensive Sale Expenses” shall not include: (i) Excluded Benefits; (ii) Central Service Expenses, except as provided in Section 4.1(p) above ; (iii) Occupancy Expenses, except as provided in Occupancy Expense Exhibit; (iv) all expenses associated with the operation of Merchant’s distribution center facilities (collectively, the “Distribution Centers”). and (v) any other costs, expenses or liabilities payable by Merchant not provided for herein.

As used herein, the following terms have the following respective meanings:

“Central Service Expenses” means costs and expenses for Merchant's central administrative services necessary for the Sale, including, but not limited to, MIS services, payroll processing, cash reconciliation, inventory processing and handling, and data processing and reporting.

“Excluded Benefits” means any employee benefits in excess of the Benefits Cap.

“Occupancy Expenses” means base rent, cost or expense under any real property lease, or real estate agreement (including any expired or month to month lease under which Merchant continues to operate), HVAC, utilities, base telephone charges, leased line charges, snow removal, CAM, real estate and use taxes, Merchant’s association dues and expenses, liability and casualty insurance (exclusive of any deductible, which shall be paid by Merchant), cash register maintenance, building maintenance, landscaping, and building insurance relating to the Stores (exclusive of any deductible, which shall be paid by Merchant).

4.2 Payment of Comprehensive Sale Expenses.

(a) All Comprehensive Sale Expenses incurred during each week of the Sale (i.e. Sunday through Saturday) shall be paid by Agent to or on behalf of Merchant, or offset from Comprehensive Proceeds held by Merchant, immediately following the weekly Sale reconciliation by Merchant and Agent pursuant to Section 8.7 below, based upon invoices and other documentation reasonably satisfactory to Agent.

Section 5. Inventory Valuation; Merchandise.

5.1 Determination of Aggregate Unit Count of Merchandise.

(a) With respect to Merchandise in the Stores as of the Sale Commencement Date, during the Sale Term, Agent and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable Sales Taxes (“Gross Rings”), and (ii) cash reports of sales within such Stores. Register receipts and records shall show for each item sold the “TIKEY” attributable to such item of Merchandise (the “Unit Count”). All such records and reports shall be made available to Agent and Merchant during regular business hours upon reasonable notice.

Upon completion of the Final Inventory Reconciliation, the Transaction Consideration attributable to the Merchandise shall be adjusted in accordance with and consistent with Section 3.1(a).

5.2 Merchandise Subject to this Agreement.

(a) For purposes of this Agreement, “Merchandise” shall mean (subject to the express exclusions set forth herein) all finished goods inventory owned by Merchant and located at the Stores on the Sale Commencement Date that is salable in the ordinary course of Merchant's business, including (A) Merchandise subject to Gross Rings, (B) White Sleeve Merchandise; and (C) Revenue Share Merchandise. Notwithstanding the foregoing, “Merchandise” shall not include: (1) Defective Merchandise, (2) Display Merchandise (3) Outdated Merchandise, (4) Near Dated Merchandise, (5) goods which belong to sublessees, licensees or concessionaires of Merchant, unless otherwise agreed by Merchant, Agent and such third party sublessees, licensees or concessionaires prior to the Sale Commencement Date, (6) goods held by Merchant on memo, on consignment, or as bailee or licensee, unless otherwise agreed by Merchant, Agent and such third party consignor, bailor licensor, prior to the Sale Commencement Date, (7) FF&E (as defined below), (8) goods designated by the Merchant for return to vendors; (9) Distribution Center Merchandise and/or In Transit/On Order Merchandise that is not received in the Stores on the Sale Commencement Date; and (10) any goods that are currently, or were previously offered for sale at any of Merchant's retail store locations that are or were subject to the store closing sale being conducted by Merchant and/or Gordon Brothers Retail Partners, LLC (the “Gordon Brothers Stores”) (collectively, other than FF&E, the “Excluded Goods”).

(b) As used in this Agreement the following terms have the respective meanings set forth below:

“Defective Merchandise” means any item of Merchandise that is defective or otherwise not saleable in the ordinary course because it is Outdated Merchandise, Near Dated Merchandise, scratched, chipped, broken, mismatched, not in its “clam shell” (except to the extent it constitutes White Sleeve Merchandise) or affected by other similar defects rendering it not first quality. Display Merchandise shall not per se be deemed to be Defective Merchandise.

“Display Merchandise” means any item of Merchandise which is installed, affixed or modified for purposes of a sample, display or of demonstrating its function or design.

“In-Transit/On Order Merchandise” means (a) any Merchandise in-transit between Stores and/or the Distribution Center and Stores on the Sale Commencement Date and (b) any goods on order as of the Sale Commencement Date but not yet delivered from any third party vendor to the Stores and/or Distribution Center.

“Near Dated Merchandise” means Merchandise that has an expiration date that occurs within the first 30 days during the Sale Term.

“Merchant Consignment Goods” shall have the meaning assigned to such

term in Section 5.4 below.

“Outdated Merchandise” means all items of Merchandise where the expiration date is on or prior to the Sale Commencement Date.

“White Sleeve Merchandise” means those item of Merchandise, not to exceed 25,000 units, that are in white sleeves and not in their “claim shell” that are not otherwise Defective Merchandise.

5.3 [Intentionally Left Blank]

5.4 Excluded Goods. Merchant shall retain all rights and responsibility for any Excluded Goods. At Merchant’s election, to be exercised on or before the Sale Commencement Date, Agent shall accept the Excluded Goods for sale as “Agent Commission Sale Goods” at prices established by the Agent. Agent shall retain twenty percent (20%) of the sale price for all sales of Agent Commission Sale Goods, and Merchant shall receive eighty percent (80%) of the receipts in respect of such sales; provided however, Agent shall have the exclusive right to determine the sale prices for any Excluded Goods that Merchant has elected to be treated as Agent Commission Sale Goods. Any unsold Agent Commission Sale Goods at the end of the Sale shall be returned to Merchant. If Merchant does not elect to have Agent sell Excluded Goods as Agent Commission Sale Goods, then all such items will be removed by Merchant from the Stores at its expense as soon as practicable after the Sale Commencement Date. Except as expressly provided in this Section 5.4, Agent shall have no cost, expense or responsibility in connection with any Excluded Goods.

Section 6. Sale Term.

6.1 Sale Term. Subject to the prior issuance of the Approval Order, the Sale shall commence at the Stores on the first day after entry of the Approval Order, but in no event later than May 21, 2010 (the “Sale Commencement Date”) and Agent shall complete the Sale at each Store, and, subject to Agent’s Leasehold Designation Rights provided for in Section 16 hereof, Agent shall vacate each Store on or before August 31, 2010 (the “Sale Termination Date”). The period from the Sale Commencement Date to the Sale Termination Date shall be referred to herein as the “Sale Term. The Agent may, in its discretion, terminate the Sale at any Store at any time within the Sale Term (i) upon the occurrence of an Event of Default by Merchant, or (ii) upon not less than five (5) days’ prior written notice to Merchant.

6.2 Vacating the Stores. Subject to Agent’s FF&E disposition rights provided for in Section 15, and Agent’s Leasehold Designation Rights provided for in Section 16, on the Sale Termination Date, Agent shall vacate the Stores and leave the Stores in “broom clean” condition (ordinary wear and tear excepted) subject to Agent’s rights under Section 15 hereof (the “Vacate Date”). Agent’s obligation to pay, as a Comprehensive Sale Expense, Occupancy Expenses for a Store shall continue until such Store’s applicable Vacate Date. Notwithstanding the foregoing, Agent shall have a period of eight weeks from the date that Merchant provides Agent with written notice of its intention to vacate the respective Corporate Offices (as the case may be, the “FF&E Vacate Date”), for the sale and removal of the Corporate Office FF&E. All assets of Merchant used by Agent in the conduct of the Sale (*e.g.* unsold FF&E, supplies, etc.)

shall be returned by Agent to Merchant or left at the Store on the FF&E Vacate Date to the extent the same have not been used in the conduct of the Sale or have not been otherwise disposed of by Agent.

Section 7. Comprehensive Sale Proceeds.

7.1 Comprehensive Sale Proceeds. For purposes of this Agreement, “Comprehensive Sale Proceeds” shall mean the aggregate of: (a) the total amount (in dollars) of all sales of Merchandise made under this Agreement (including any amounts recovered under the Bulk Sale Designation Election), exclusive of (i) Sales Taxes, (ii) credit card and bankcard fees and chargebacks, and (iii) returns, allowances and customer credits; (b) all proceeds generated from the disposition of the Store FF&E, and (c) all proceeds generated from the Leasehold Disposition Rights; and (d) all proceeds generated from the sale of the Intellectual Property Inventory pursuant to Section 17(b) hereof; in each case exclusive of (i) Sales Taxes, (ii) credit card and bankcard fees and chargebacks, and (iii) returns, allowances and customer credits, (e) all rental revenue and/or revenue from additional days rentals that is collected during the Sale Term exclusive of (i) Sales Taxes, (ii) credit card and bankcard fees and chargebacks, and (iii) customer credits, and (f) all proceeds of Merchant's insurance for loss or damage to Merchandise or loss of cash arising from events occurring during the Sale Term.

7.2 Deposit of Proceeds. During the Sale Term, all Comprehensive Sale Proceeds (including credit card proceeds), shall be collected by Agent and deposited on a daily basis into depository accounts designated by Merchant for the Stores, which accounts shall be designated solely for the deposit of Comprehensive Sale Proceeds (including credit card proceeds), and the disbursement of amounts payable by Agent hereunder (the “Designated Deposit Accounts”). Commencing on the first business day following the Payment Date and on each business day thereafter, Merchant shall promptly pay to Agent by wire funds transfer all collected funds constituting Comprehensive Sale Proceeds deposited into the Designated Deposit Accounts.

7.3 Credit Card Proceeds. During the Sale Term Agent shall have the right (but not the obligation) to use Merchant's credit card facilities, including Merchant's credit card terminals and processor(s), credit card processor coding, Merchant identification number(s) and the Designated Deposit Accounts. In the event that Agent elects so to use Merchant's credit card facilities, Merchant shall process credit card transactions on behalf of Agent and for Agent's account, applying customary practices and procedures. Without limiting the foregoing, Merchant shall cooperate with Agent to down-load data from all credit card terminals each day during the Sale Term and to effect settlement with Merchant's credit card processor(s), and shall take such other actions necessary to process credit card transactions on behalf of Agent under Merchant's Merchant identification number(s). All credit card Comprehensive Sale Proceeds will constitute the property of the Agent and to the extent deposited into the Designated Deposit Accounts shall be held by Merchant in trust for Agent. Merchant shall not be responsible for and Agent shall pay as a Comprehensive Sale Expense hereunder, all credit card fees, charges, and chargebacks related to the Sale, whether received during or after the Sale Term.

7.4 Petty Cash. In addition to the Transaction Consideration, Agent shall purchase all cash in the Stores on and as of the start of business on the Sale Commencement Date and shall reimburse Merchant on a dollar for dollar basis therefor.

Section 8. Conduct of the Sale

8.1 Rights of Agent. Subject to the Approval Order, the Agent shall be permitted to conduct the Sale as a “going-out-of-business”, “store closing” or similar theme sale throughout the Sale Term. The Agent shall conduct the Sale in the name of and on behalf of the Merchant in a commercially reasonable manner and in compliance with the terms of this Agreement and the Approval Order. In addition to any other rights granted to Agent hereunder, in conducting the Sale the Agent, in the exercise of its sole discretion, shall have the right:

(a) to establish and implement advertising, signage, and promotion programs (whether by in-store or media advertising or promotional materials) consistent with the “going-out-of-business”, “store closing” or similar theme (including, without limitation, by means of media advertising, interior and exterior banners, sign walkers, A-frame signage, and similar signage), and consistent with the sale guidelines annexed hereto as Exhibit 8.1(a) (the “Sale Guidelines”);

(b) to establish Sale prices and Store hours which are consistent with local laws or regulations, including, without limitation, Sunday closing laws;

(c) to use without charge during the Sale Term all FF&E, advertising materials, bank accounts, Store-level customer lists and mailing lists (provided, however, subject to Agent’s rights under Section 17(b) hereof, such access shall be provided solely through Merchant or Merchant’s outside advertisement services, and the Agent shall not have direct access to any personally identifiable information contained therein) computer hardware and software, Supplies, intangible assets (including Merchant’s name, logo and tax identification numbers), Store keys, case keys, security codes, and safe and lock combinations required to gain access to and operate the Store, and any other assets of Merchant located at the Stores (whether owned, leased, or licensed).

(d) to use, without charge (except as provided in Section 4.1(p) hereof), Merchant’s Corporate Offices, central administrative services, including but not limited to services incidental thereto, to administer and deal with submission and reconciliation of rebates and/or vendor allowances, and personnel to process payroll, perform MIS and provide other central office services necessary for the Sale, at no cost to Agent;

(e) to transfer Merchandise between Stores; and

(f) subject to Section 3.6 hereof, to sell all titles of Merchandise commencing on the Sale Commencement Date without any restriction under any revenue sharing agreements Merchant may have had with a third party; and

(g) to rent any and all titles to customers during the Sale Term.

8.2 Terms of Sales to Customers.

(a) All sales of Merchandise will be “final sales” and “as is,” and all advertisements and sales receipts will reflect the same. Agent shall not warrant the Merchandise

in any manner, but will, to the extent legally permissible, pass on all manufacturer's warranties to customers. All sales will be made only for cash, and by bank credit cards currently accepted by Merchant, but excluding Merchant's private label charge account (if any).

(b) During the first thirty (30) days of the Sale Term, Agent shall accept Merchant's Gift Cards and store credits, which were issued by Merchant prior to the Sale Commencement Date, and Power Play points earned by Merchant's customers on a dollar for dollar basis, which points can be used for purchases or rentals items of Merchandise (collectively, the "Gift Cards/Credits/Power Play Points"), provided, however, Agent shall be reimbursed in cash for the actual face amount, on a dollar for dollar basis for the Gift Cards/Credits/Power Play Points accepted/honored by Agent, as part of the weekly sales reconciliation provided for in Section 8.7 hereof. Agent shall not honor rain checks or due bills issued by Merchant prior to the Sale Commencement Date. During the Sale Term, Agent shall not honor any of Merchant's customer discounts or other promotions whereby customers would be entitled to an additional discount, except with respect to the Power Play points described above.

8.3 Sales Taxes. During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of Merchandise (other than taxes on income) payable to any taxing authority having jurisdiction (collectively, "Sales Taxes") shall be added to the sales price of Merchandise and collected by Agent at the time of sale. The Agent shall draw checks on the Designated Deposit Accounts payable to the applicable taxing authorities in the amount so collected, which shall be delivered together with accompanying schedules to Merchant on a timely basis for payment of Sales Taxes when due. Merchant shall promptly pay all Sales Taxes and file all applicable reports and documents required by the applicable taxing authorities. Merchant will be given access to the computation of gross receipts for verification of all such tax collections. Provided Agent performs its responsibilities in accordance with this Section 8.3, Merchant shall indemnify and hold harmless Agent from and against any and all costs, including, but not limited to, reasonable attorneys' fees, assessments, fines or penalties which Agent sustains or incurs as a result or consequence of the failure by Merchant to promptly pay such taxes to the proper taxing authorities and/or the failure by Merchant to promptly file with such taxing authorities all reports and other documents required, by applicable law, to be filed with or delivered to such taxing authorities.

8.4 Supplies. Agent shall have the right to use, without charge, all existing supplies located at the Stores, the Distribution Centers and/or Corporate Offices, including, without limitation, boxes, bags, paper, twine and similar sales, packaging and shipping materials (collectively, "Supplies"). In the event that additional Supplies are required in any of the Stores during the Sale, Merchant agrees to promptly provide the same to Agent, if available, for which Agent shall reimburse Merchant at Merchant's cost therefor. Since April 1, 2010, Supplies have not been, and shall not be prior to the Sale Commencement Date, transferred by Merchant between or among the Stores, the Distribution Centers and/or the Gordon Brothers Stores, so as to alter the mix or quantity of Supplies at the Stores from that existing on such date, other than in the ordinary course of business.

8.5 Returns of Merchandise. During the first fourteen (14) days of the Sale Term Agent shall accept returns of merchandise sold prior to the Sale Commencement Date, consistent with Merchant's return policy in effect at the time such merchandise was purchased

(the “Pre-Sale Returned Merchandise”). To the extent that any item of Pre-Sale Returned Merchandise is saleable as first-quality finished merchandise, it shall be included as Merchandise in the Sale. Any increase in payment on account of the Transaction Consideration as a result of Pre-Sale Returned Merchandise shall be paid by Agent as part of the weekly sale reconciliation as part of the Gross Rings reconciliation. Agent shall not accept returns of merchandise where the customer contemplates repurchasing the same item so as to take advantage of the sale price being offered by Agent. Agent shall reimburse customers for Pre-Sale Returned Merchandise in the same tender as such item was purchased (the “Pre-Sale Refund”). Merchant shall promptly reimburse Agent in cash for any Pre-Sale Refunds Agent is required to issue to customers in respect of any Pre-Sale Returned Merchandise as part of the weekly reconciliation process. To the extent that Merchant is required to reimburse Agent for refunds to customers in respect of any Pre-Sale Returned Merchandise, such amounts shall not reduce Proceeds under this Agreement. Any Pre-Sale Returned Merchandise not included in Merchandise shall be disposed of by Agent in accordance with instructions received from Merchant or, in the absence of such instructions, returned to Merchant at the end of the Sale Term.

8.6 [Intentionally Left Blank]

8.7 Sale Reconciliation. On each Thursday during the Sale Term (and with respect to any Unsold Revenue Share Merchandise, for so long after the Sale Term as Agent continues to sell Unsold Revenue Share Merchandise), commencing on the second Thursday after the Sale Commencement Date, Agent and Merchant shall cooperate to reconcile Comprehensive Sale Expenses, Gift Cards/Credits/Power Play Points accepted at the Stores, Gross Rings, and such other Sale-related items as either party shall reasonably request, in each case for the prior week or partial week (i.e. Sunday through Saturday), all pursuant to procedures agreed upon by Merchant and Agent.

8.8 Force Majeure. If any casualty, act of terrorism, act of war or act of God prevents or substantially inhibits the conduct of business in the ordinary course at any Store, such Store and the Merchandise located at such Store shall, in Agent's discretion, be eliminated from the Sale and considered to be deleted from this Agreement as of the date of such event, and Agent and Merchant shall have no further rights or obligations hereunder with respect thereto; provided, however, that (i) the Comprehensive Sale Proceeds of any insurance attributable to such Merchandise shall constitute Proceeds hereunder, and (ii) the Transaction Consideration shall be reduced to account for any Merchandise eliminated from the Sale which is not the subject of insurance proceeds, and Merchant shall reimburse Agent for the amount the Transaction Consideration is so reduced prior to the end of the Sale Term.

Section 9. Employee Matters.

9.1 Merchant's Employees. Agent may utilize Merchant's employees in the conduct of the Sale to the extent Agent in its sole discretion deems expedient, and Agent may select and schedule the number and type of Merchant's employees required for the Sale. Agent shall identify any such employees to be used in connection with the Sale (each such employee, a “Retained Employee”) as soon as practicable after the Sale Commencement Date. Retained Employees shall at all times remain employees of Merchant, and shall not be considered or deemed to be employees of Agent. Merchant and Agent agree that except to the extent that wages and benefits of Retained Employees constitute Comprehensive Sale Expenses hereunder,

nothing contained in this Agreement and none of Agent's actions taken in respect of the Sale shall be deemed to constitute an assumption by Agent of any of Merchant's obligations relating to any of Merchant's employees including, without limitation, Excluded Benefits, Worker Adjustment Retraining Notification Act ("WARN Act") claims and other termination type claims and obligations, or any other amounts required to be paid by statute or law; nor shall Agent become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to such employees. Merchant shall not, without Agent's prior written consent, raise the salary or wages or increase the benefits for, or pay any bonuses or make any other extraordinary payments to, any of its employees prior to the Sale Termination Date. To the extent that Merchant determines that it has an obligation under the WARN Act, Merchant shall notify Agent at least two (2) business days in advance of Merchant's decision to provide notice under the WARN Act to any of its employees, including the Retained Employees.

9.2 Termination of Employees. Agent may in its discretion stop using any Retained Employee at any time during the Sale. In the event of termination of any Retained Employee, Agent will use all reasonable efforts to notify Merchant at least five (5) days prior thereto, except for termination "for cause" (such as dishonesty, fraud or breach of employee duties), in which event no prior notice to Merchant shall be required, provided Agent shall notify Merchant as soon as practicable after such termination. From and after the date of this Agreement and until the Sale Termination Date, Merchant shall not transfer or dismiss employees of the Stores except "for cause" without Agent's prior consent. In the event that Agent exercises its Leasehold Designation Rights, provided for in Section 16 hereof, and if the respective Designee elects to seek to retain the services of a Retained Employee at the subject Stores, Merchant shall cooperate with such Designee to assist in such Designee's efforts to retain the services of such Retained Employee after the termination of the Sale at the subject Stores.

9.3 Payroll Matters. During the Sale Term Merchant shall process the base payroll for all Retained Employees and temporary employees brought to the Sale. Each Wednesday during the Sale Term the Agent shall transfer from the Designated Deposit Accounts to Merchant's payroll accounts an amount equal to the base payroll for Retained Employees plus related payroll taxes, worker's compensation and benefits for such week which constitute Comprehensive Sale Expenses hereunder.

9.4 Employee Retention Bonuses. Agent may, at its option, fund and pay, as a Comprehensive Sale Expense, retention bonuses ("Retention Bonuses") in an aggregate amount of up to ten percent (10%) of the aggregate Store payroll (which amount is inclusive of payroll taxes and as to which no benefits shall be payable) to Retained Employees who do not voluntarily leave employment and are not terminated "for cause." Such Retention Bonuses shall be payable within 30 days after the Sale Termination Date, and shall be processed through Merchant's payroll system.

Section 10. Conditions Precedent. The willingness of Agent and Merchant to enter into the transactions contemplated under this Agreement are directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by the applicable party:

(a) The Approval Order (including any modifications consented to by Merchant, Agent and the Secured Creditors): (i) shall have been entered by the Bankruptcy Court

on or before May 20, 2010, (ii) shall not have been appealed or be subject to any pending appeal, and (iii) no stay with respect thereto shall be in effect as of the Sale Commencement Date.

(b) All representations and warranties of Merchant and Agent hereunder shall be true and correct in all material respects and no Event of Default has then occurred and no event then exists which solely with the passage of time or giving of notice or both would constitute an Event of Default at and as of the date hereof and as of the Sale Commencement Date.

(c) Merchant shall have provided Agent reasonable access to all pricing and cost files, computer hardware, software and data files, inter-Store transfer logs, markdown schedules, invoices, style runs, all other documents relative to the price, mix and quantities of inventory located at the Stores, all real estate documents relating to the Stores, and all documents and files relating to the Intellectual Property.

Section 11. Representations, Warranties and Covenants.

11.1 Merchant Representations, Warranties and Covenants. Merchant hereby represents, warrants and covenants in favor of Agent as follows:

(a) Each entity comprising Merchant: (i) is a corporation or limited liability company, as the case may be, duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) has all requisite entity power and authority to own, lease and operate its assets and properties and to carry on its business as presently conducted; and (iii) is and during the Sale Term will continue to be, duly authorized and qualified as a foreign business to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including all jurisdictions in which the Stores are located (except where the failure to be so qualified would not have a material adverse effect on the Sales or Merchant's ability to perform its obligations under this Agency Agreement).

(b) Subject to the issuance of the Approval Order: (i) the Merchant has the right, power and authority to execute and deliver this Agreement and each other document and agreement contemplated hereby (collectively, together with this Agreement, the "Agency Documents") and to perform fully its obligations thereunder; (ii) Merchant has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents, and no further consent or approval is required for Merchant to enter into and deliver the Agency Documents, to perform its obligations thereunder, and to consummate the Sale; (iii) each of the Agency Documents has been duly executed and delivered by Merchant and constitutes the legal, valid and binding obligation of Merchant enforceable in accordance with its terms; (iv) no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the Merchant's consummation of, the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor; and (v) no contract or other agreement to which the Merchant is a party or by which the Merchant is otherwise bound will prevent or impair the consummation of the Sale and the other transactions contemplated by this Agreement.

(c) Except as affected by the filing for Chapter 11 protection, since April 1, 2010, Merchant has operated the Stores in the ordinary course of business and from the date of

this agreement through the Sale Commencement Date, Merchant shall continue to operate the Stores in the ordinary course of business.

(d) Subject to entry of the Approval Order, Merchant owns and will own at all times during the Sale Term, good and marketable title to all of the Subject Assets free and clear of all liens, claims and encumbrances of any nature except for (1) liens of the Secured Creditors identified in the Cash Collateral Order and other presently existing liens identified in Exhibit 11.1(d)(i) annexed hereto, and (2) the rights of vendors under revenue sharing arrangements identified to Agent (collectively (1) and (2), the "Pre-Existing Liens"). The Pre-Existing Liens shall attach only to the Transaction Consideration, the Merchant's First Tranche Recovery Amount, if any, and the Merchant's Second Tranche Recovery Amount, if any and any other amounts payable to Merchant under this Agency Agreement (collectively, the "Transaction Proceeds") in the same order and priority as existed on the Sale Commencement Date.

(e) Since April 1, 2010 and through the Sale Commencement Date, no tickets or price files have been or will be changed or marked up, or prices otherwise raised outside of the ordinary course of business and Merchant has not removed or altered, and will not remove or alter, any tickets or any indicia of clearance merchandise, except in the ordinary course of business. Merchant has maintained its pricing files in the ordinary course of business, and prices charged to the public for goods (whether in-Store, by advertisement or otherwise) are the same in all material respects as set forth in such pricing files for the periods indicated therein.

(f) As of the Sale Commencement Date, all normal course permanent markdowns on inventory located at the Stores will have been taken on a basis consistent with Merchant's historical practices.

(g) Merchant shall ticket or mark all items of inventory received at the Stores prior to the Sale Commencement Date, in a manner consistent with Merchandise presently located at the Stores and in accordance with Merchant's historic practices and policies relative to pricing and marking inventory, to the extent such item of inventory was historically ticketed or marked by Merchant or otherwise required by applicable law to be ticketed or marked.

(h) Merchant has not and shall not purchase or transfer to or from the Stores any merchandise or goods outside the ordinary course in anticipation of the Sale and Merchant has not and shall not transfer into the Stores any merchandise or goods that had previously been offered for sale in the Gordon Brothers Stores. Any transfers of merchandise from the Distribution Centers to the Stores after May 10, 2010 through the Sale Commencement Date shall be mutually agreed to by Merchant and Agent.

(i) No action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or governmental body has been instituted by or against the Merchant, or has been settled or resolved, or to Merchant's knowledge, is threatened against or affects Merchant, relative to Merchant's business or properties, or which questions the validity of this Agreement, and that if adversely determined, would adversely affect the conduct of the Sale.

(j) To the best of Merchant's knowledge, all Merchandise is in compliance in all material respects with all applicable federal, state or local product health, safety and pricing laws, rules and standards.

(k) Subject to the Approval Order, throughout the Sale Term, the Agent shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, each of the Store, the assets currently located at the Store, and the utilities and other services provided at the Store. Merchant shall throughout the Sale Term maintain in good working order, condition and repair, at its sole expense, all cash registers, heating systems, air conditioning systems, elevators, escalators, Store alarm systems, and all other mechanical devices used in the ordinary course of operation of the Stores.

(l) Merchant has not taken and shall not throughout the Sale Term take any actions with the intended result of materially increasing the cost of operating the Sale, including, without limitation, increasing salaries or other amounts payable to Retained Employees.

(m) Merchant is not a party to any collective bargaining agreements. To the best of Merchant's knowledge, there are currently no strikes, work stoppages or other labor disturbances affecting the Merchant, the Stores, or any of Merchant's other properties.

(n) As of the date of this Agreement, Merchant is current in the payment of all post-petition telephone, utilities, taxes, insurance and advertising liabilities. Merchant agrees that in the event that Agent receives notice that any such post-petition liability is overdue or unpaid, or Agent is unable to advertise the Sale with any newspapers, magazines, radio or television stations or other media providers which target or serve the market areas of the Stores or is unable to obtain Merchant's contract rate with any such provider as a result of the Merchant's failure to pay its outstanding post-petition balances with such providers, Merchant shall immediately pay such applicable balances in full.

(o) Merchant represents that as of the Sale Commencement Date the Merchandise included in the Sale shall not be materially different than the levels, mix and categories of the Merchandise as set forth on Exhibit 3.1(a)(i) annexed hereto and that Merchant has not and shall not through the Sale Commencement Date transfer Merchandise between and among the Stores and/or the Distributions Centers so as to alter the levels, mix and categories of Merchandise from the levels, mix and categories set forth on Exhibit 3.1(a)(i).

(p) Other than as provided Section 3.6, Agent shall not be bound or restricted in terms of its ability to sell any items of Merchandise, including but not limited to by (i) the Revenue Share Agreements, (ii) the Term Sheet; and/or (iii) any other agreements entered into by Merchant. The Revenue Share Obligations calculated under Section 3.6(a) hereof shall be calculated in a manner consistent with the data and calculations provided to Agent by Merchant or its representatives in the course of Agent's due diligence in connection with the negotiation of this Agreement.

(q) As of April 1, 2010, although Merchant continued to receive certain items of merchandise replenishment, Merchant discontinued replenishment of merchandise (including new releases) in the ordinary course of business;

(r) To the best of Merchant's knowledge, formed after a reasonable and due inquiry, each of the Subject Leases is legal, valid, binding enforceable and in full force and effect, and subject to the entry of the Approval Order, no event of default currently exists

thereunder that after the giving of notice and the passage of any applicable cure period would constitute an event of default, and Merchant has neither delivered nor received any notice from the other party to any such lease of the termination thereof (excluding in each case defaults to be cured by Bankruptcy Court order).

(s) Subject to the entry of the Approval Order, each of the Subject Leases may be freely assigned (without third party consent) by Merchant to Agent or Agent's designee.

(t) There is no pending, or to the best of Merchant's knowledge, threatened condemnation proceedings against any of the Subject Leases.

(u) There is not pending, or to the best of Merchant's knowledge, any proposed special assessment affecting or which may affect the Subject Leases.

(v) Within ten (10) days after the date of this Agreement, Merchant shall deliver to Agent the following items to the extent same, or the information from which same can be prepared, are in the possession of Merchant: (i) true, complete and accurate copies of all Leases, including, without limitation, all amendments to and assignments thereof, and all notices delivered with respect thereto; and (ii) a true, complete and accurate listing of all amounts due under the Subject Leases that would be required to be cured in order to assume and assign such leases pursuant to Section 365 of the Bankruptcy Code.

(w) Intellectual Property

(i) Exhibit 11.1(w)(i) constitutes a true, correct and complete list of all Trademarks which Merchant owns, or which are exclusively licensed to Merchant, worldwide, common law or otherwise, including without limitation all Trademarks for which Merchant has obtained a registration or has filed an application for registration. Exhibit 11.1(w)(i) indicates which Trademarks owned by Merchant have been registered and all assignments of registered Trademarks have been recorded, except where indicated, with the United States Patent and Trademark Office or the applicable foreign trademark office. Merchant is currently in substantial compliance with all formal legal requirements for maintaining such registrations, including the timely filing of all required post-registration filings such as affidavits of use and incontestability and renewal applications, and all such Trademarks owned by Merchant are valid and enforceable. Except as set forth on Exhibit 11.1(w)(i), Merchant has the exclusive right to use the Trademarks in the United States in connection with business of the sort conducted at the Stores and on websites maintained by Merchant. None of the Trademarks owned by Merchant infringes on the rights of any third party. No opposition, invalidation, infringement or cancellation proceeding is pending or has been commenced or decided against Merchant during the past five years; and to Merchant's knowledge no such action is threatened with respect to any of such Trademarks owned by Merchant. Merchant has registered the domain names listed on Exhibit 11.1(w)(i). Merchant has paid all fees required to maintain those domain names to date.

(ii) There is no pending, or, to Merchant's knowledge, threatened claim or litigation against Merchant (i) contesting its right to use the Trademarks listed on Exhibit 11.1(w)(i) (ii) questioning the ownership of any Intellectual Property owned by Merchant, (iii) asserting the misuse thereof or (iv) asserting the infringement or violation of any intellectual property right of any third party.

(iii) Except as set forth on Exhibit 11.1(w)(iii), (i) Merchant has no knowledge of any infringing use of any Intellectual Property owned by Merchant by any person or entity; (ii) no action or proceeding is pending alleging that any person or entity is infringing upon or otherwise violating any Intellectual Property owned by Merchant; and (iii) no such claims have been asserted by Merchant against any person or entity.

(iv) To Merchant's knowledge, there is no unauthorized use, disclosure, infringement or misappropriation of the Merchant's Intellectual Property by any current or former employee, licensee, distributor or consultant of Merchant or by any other third party.

(v) There are no agreements, documents, orders, judgments or other writings which would restrict or materially adversely affect Agent's right to use, license or exploit any Intellectual Property used in the operation of the Merchant's business as currently conducted.

(x) Annexed hereto as Exhibit 11.1(x) is a true and correct list of all promotional prices and circulars issued and/or offered by Merchant during the period of April ___, 2010 through and including the Sale Commencement Date ("Merchant's Pending Promotions").

11.2 Agent Representations and Warranties. The Agent hereby represents, warrants and covenants in favor of the Merchant as follows:

(a) Agent: (i) is an entity duly organized, validly existing and in good standing under the laws of its state of organization; (ii) has all requisite entity power and authority to consummate the transactions contemplated hereby; and (iii) is and during the Sale Term will continue to be, duly authorized and qualified as a foreign business to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification.

(b) The Agent has the right, power and authority to execute and deliver each of the Agency Documents to which it is a party and to perform fully its obligations thereunder. Agent has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents, and no further consent or approval is required on the part of the Agent for Agent to enter into and deliver the Agency Documents and to perform its obligations thereunder. Each of the Agency Documents has been duly executed and delivered by the Agent and constitutes the legal, valid and binding obligation of the Agent enforceable in accordance with its terms. No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair or is required for the Agent's consummation of the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor. No contract or other agreement to which the Agent is a party or by which the Agent is otherwise bound will prevent or impair the consummation of the transactions contemplated by this Agreement.

(c) No action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or governmental body has been instituted by or against the Agent, or

has been settled or resolved, or to Agent's knowledge, has been threatened against or affects Agent, which questions the validity of this Agreement or any action taken or to be taken by the Agent in connection with this Agreement, or which if adversely determined, would have a material adverse effect upon the Agent's ability to perform its obligations under this Agreement.

11.3 Acknowledgments. Agent acknowledges that Merchant has not guaranteed that Agent shall be paid the Agent's Fee, the Agent's First Tranche Recovery Amount, or the Agent's Second Tranche Recovery Amount and that the payment of any such fees and amounts shall be subject to, among other things provided for in this Agreement, the Comprehensive Sale Proceeds exceeding the Sharing Threshold. Merchant acknowledges that Agent has not guaranteed that Merchant shall be paid the Merchant's First Tranche Recovery Amount, or the Merchant's Second Tranche Recovery Amount and that the payment of any such amounts shall be subject to, among other things provided for in this Agreement, the Comprehensive Sale Proceeds exceeding the Sharing Threshold.

Section 12. Insurance.

12.1 Merchant's Liability Insurance. Merchant shall continue at its cost and expense until the Sale Termination Date, in such amounts as it currently has in effect, all of its liability insurance policies including, but not limited to, products liability, comprehensive public liability, auto liability and umbrella liability insurance, covering injuries to persons and property in, or in connection with Merchant's operation of the Stores (collectively, "Merchant's Existing Liability Coverage"), and shall cause Agent to be named an additional named insured with respect to all such policies. Exhibit 12.1 attached hereto contains a description of all such policies. Prior to the Sale Commencement Date, Merchant shall deliver to Agent certificates evidencing such insurance setting forth the duration thereof and naming Agent as an additional named insured, in form reasonably satisfactory to Agent. All such policies shall require at least thirty (30) days prior notice to Agent of cancellation, non-renewal or material change. In the event of a claim under any such policies Merchant shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, unless it is determined that liability arose by reason of the wrongful, willful or intentional acts or omissions, breach of this Agreement by Agent, or negligence of Agent, or Agent's employees, independent contractors or agents (other than Merchant's employees.) To the extent that any of Merchant's Existing Liability Coverage has a scheduled expiration or termination date that occurs during the Sale Term, Merchant shall be responsible to renew or replace Merchant's Existing Liability Coverage, at Merchant's cost; provided however, in the event that Merchant fails to renew or replace Merchant's Existing Liability Coverage, then Agent may, at its election procure replacement insurance coverage, provided further however, the incremental cost of which above the costs of Merchant's Existing Liability Coverage shall be, at Agent's option (a) reimbursed by Merchant to Agent and/or (b) offset by Agent against amounts owed by Agent to Merchant under this Agreement.

12.2 Merchant's Casualty Insurance. Merchant will provide throughout the Sale Term, at Agent's cost (as a Comprehensive Sale Expense hereunder), fire, flood, theft and extended coverage casualty insurance covering the Merchandise in a total amount equal to no less than the retail value thereof (collectively, "Merchant's Existing Casualty Coverage"). Exhibit 12.2 attached hereto contains a description of all such policies. From and after the date of this Agreement until the Sale Termination Date, all such policies will name Agent as loss

payee. In the event of a loss to the Merchandise on or after the date of this Agreement, the Comprehensive Sale Proceeds of such insurance attributable to the Merchandise shall constitute Proceeds hereunder and shall be paid to Agent. In the event of such a loss Agent shall have the sole right to adjust the loss with the insurer. Prior to the Sale Commencement Date, Merchant shall deliver to Agent certificates evidencing such insurance setting forth the duration thereof and naming the Agent as loss payee, in form and substance reasonably satisfactory to Agent. All such policies shall require at least thirty (30) days prior notice to the Agent of cancellation, non-renewal or material change. Merchant shall not make any change in the amount of any deductibles or self insurance amounts prior to the Sale Termination Date without Agent's prior written consent. To the extent that any of Merchant's Existing Casualty Coverage has a scheduled expiration or termination date that occurs during the Sale Term, Merchant shall be responsible to renew or replace Merchant's Existing Casualty Coverage, at Merchant's cost, subject to Agent's obligations under Section 4.1(j); provided however, in the event that Merchant fails to renew or replace Merchant's Existing Casualty Coverage, then Agent may, at its election procure replacement insurance coverage, provided further, however, the incremental cost of which above the costs of Merchant's Existing Casualty Coverage shall be, at Agent's option (a) reimbursed by Merchant to Agent and/or (b) offset by Agent against amounts owed by Agent to Merchant under this Agreement.

12.3 Agent's Insurance. Agent shall maintain at Agent's cost (and as a Comprehensive Expense of the Sale), throughout the Sale Term, in such amounts as it currently has in effect, comprehensive public liability and automobile liability insurance policies covering injuries to persons and property in or in connection with Agent's agency at the Stores, and shall cause Merchant to be named an additional insured with respect to such policies. Exhibit 12.3 attached hereto contains a description of all such policies. Prior to the Sale Commencement Date, Agent shall deliver to Merchant certificates evidencing such insurance policies setting forth the duration thereof and naming Merchant as an additional insured, in form and substance reasonably satisfactory to Merchant. In the event of a claim under any such policies Agent shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, unless it is determined that liability arose by reason of the wrongful, willful or intentional acts, omissions, breach of this Agreement by Merchant, or negligence of Merchant or Merchant's employees, independent contractors or agents (other than Agent or Agent's employees, agents or independent contractors).

12.4 Worker's Compensation Insurance. Merchant shall at all times during the Sale Term maintain in full force and effect worker's compensation insurance (including employer liability insurance) covering all Retained Employees in compliance with all statutory requirements. Prior to the Sale Commencement Date, Merchant shall deliver to Agent a certificate of Merchant's insurance broker or carrier evidencing such insurance.

12.5 Risk of Loss. Without limiting any other provision of this Agreement, Merchant acknowledges that Agent is conducting the Sale on behalf of Merchant solely in the capacity of an agent, and that in such capacity (i) Agent shall not be deemed to be in possession or control of the Store or the assets located therein or associated therewith, or of Merchant's employees located at the Store, and (ii) except as expressly provided in this Agreement, Agent does not assume any of Merchant's obligations or liabilities with respect to any of the foregoing. Agent shall not be deemed to be a successor employer. Merchant and Agent agree that, subject to the terms of this Agreement, Merchant shall bear all responsibility for liability claims of

customers, employees and other persons arising from events occurring at the Store during and after the Sale Term, except to the extent any such claim arises directly from the wrongful, willful or intentional acts or omissions, or breach of this Agreement by Agent or its supervisors, agents, independent contractors, or employees located at the Store (an “Agent Claim”). In the event of any liability claim other than an Agent Claim, Merchant shall administer such claim and shall present such claim to Merchant’s liability insurance carrier in accordance with Merchant’s policies and procedures existing immediately prior to the Sale Commencement Date, and shall provide a copy of the initial documentation relating to such claim to Agent at the address listed in this Agreement. To the extent that Merchant and Agent agree that a claim constitutes an Agent Claim, Agent shall administer such claim and shall present such claim to its liability insurance carrier, and shall provide copies of the initial documentation relating to such claim to Merchant. In the event that Merchant and Agent cannot agree whether a claim constitutes an Agent Claim, each party shall present the claim to its own liability insurance carrier, and a copy of the initial claim documentation shall be delivered to the other party.

Section 13. Indemnification

13.1 Merchant Indemnification. Merchant shall indemnify and hold Agent and its officers, directors, employees, agents and independent contractors (collectively, “Agent Indemnified Parties”) harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys’ fees and expenses, directly or indirectly asserted against, resulting from, or related to:

(a) Merchant’s material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in any Agency Document;

(b) subject to Agent’s performance and compliance with its obligations pursuant to Sections 4.1(a), 4.1(b) and 4.1(c) and Section 9 hereof, any failure of Merchant to pay to its employees any wages, salaries or benefits due to such employees during the Sale Term or other claims asserted against Agent by Merchant’s employees resulting from Merchant’s (and not Agent’s) treatment of its employees;

(c) subject to Agent’s compliance with its obligations under Section 8.3 hereof, any failure by Merchant to pay any Sales Taxes to the proper taxing authorities or to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof;

(d) any consumer warranty or products liability claims except to the extent such claims arise from representations made by the Agent relating to the Merchandise;

(e) without limiting any of the foregoing, the negligence (to the extent not covered by insurance) gross negligence or willful misconduct of Merchant, its affiliates or any of their respective officers, directors, employees agents or representatives.

13.2 Agent Indemnification. Agent shall indemnify and hold Merchant and its officers, directors, employees, agents and representatives harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys’ fees and expenses, directly or indirectly asserted against, resulting from, or related to:

(a) Agent's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in any Agency Document;

(b) except to the extent compliance is waived in the Approval Order, Agent's failure to comply with applicable state or local law, rules or regulations, including, but not limited to, Agent's obligations to comply with applicable law, ordinances, rules or regulations, in connection with the sale of cigarettes, other tobacco products, beer and wine and liquor;

(c) any harassment or any other unlawful, tortious or otherwise actionable treatment of any customers, employees or agents of Merchant by Agent or any of its personnel, agents or representatives;

(d) any claims by any party engaged by Agent as an employee or independent contractor arising out of such employment;

(e) any Agent Claims; and

(f) without limiting any of the foregoing, the negligence (to the extent not covered by insurance) gross negligence or willful misconduct of Agent, its affiliates or any of their respective officers, directors, employees agents or representatives.

Section 14. Defaults. The following shall constitute "Events of Default" hereunder: Merchant's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured five (5) days after written notice thereof to the defaulting party; or

(a) Any representation or warranty made by Merchant or Agent proves untrue in any material respect as of the date made; or

(b) The Sale is terminated at a Store for any reason other than (i) an Event of Default by Agent, or (ii) any other breach or action by Agent not authorized hereunder, or (iii) an event administered pursuant to Section 8.8 above.

In the event of an Event of Default, any party's damages or entitlement to equitable relief shall be determined by the Bankruptcy Court.

Section 15 Sale of FF&E. (a) During the period from the Sale Commencement Date through the applicable Vacate Date, Agent shall have the exclusive right to sell or otherwise dispose of all FF&E located in the Stores, and the Corporate Headquarters. Agent shall have the right to abandon, in place, any unsold FF&E, at the Stores, and the Corporate Headquarters. Merchant shall be responsible for all occupancy expenses and carrying costs at the Distribution Centers and the Corporate Offices from the Sale Commencement Date through the FF&E Vacation Date.

(b) Agent shall be responsible for, and shall pay as a Comprehensive Sale Expense, all of the expenses incurred by Agent in connection with the disposition of the FF&E at the Stores (the "Store FF&E Disposition Expenses"). Agent shall be

entitled to retain all Proceeds from the sale of the FF&E from the Stores.

(c) Agent shall act as Merchant's agent in connection with the disposition of the FF&E at the Stores and the Corporate Office. Merchant shall be responsible for, and shall pay, all of the expenses incurred in connection with the disposition of the FF&E in the Corporate Offices (the "Office FF&E Disposition Expenses"), which expenses shall be subject to a budget to be mutually agreed upon by Merchant and Agent. In consideration of Agent's services, Agent shall receive a commission of twenty percent of the gross proceeds from the sale of the Office FF&E (net only of Sales Taxes). Merchant shall retain all proceeds from the sale of the Office FF&E, net of the Office FF&E Disposition Expense and Agent's FF&E commission.

Section 16. Leasehold Disposition Rights.

(a) For the period commencing on the Sale Commencement Date through the later of (i) in the case of any Store where Merchant occupies same under the terms of an unexpired lease or other occupancy agreement (each a "Subject Lease" and collectively, the "Subject Leases"), August 31, 2010 and (ii) entry of an Order by the Bankruptcy Court confirming a liquidating plan of reorganization with respect to the Merchant (such longer period, the "Marketing Period"), Agent shall have the exclusive right to market Merchant's non-residential real property interests in and to each Store and the Corporate Headquarters (the "Real Property Leasehold Interests", and collectively, the Subject Leases, and the Corporate Headquarters, the "Leased Real Property Locations").

(b) From the applicable Vacate Date for the Stores and continuing through the earlier of (x) the expiration of the Marketing Period, (y) the date that is seven days after the date that Agent provides Merchant with a Dropout Notice (as defined below), or (z) the effective date of any assumption and assignment of the respective Subject Leases (the "Marketing Termination Date"), Agent shall be responsible for the costs and expenses, including, but not limited to, occupancy expenses for the Stores, limited to the amounts and categories set forth on Exhibit 4.1 annexed hereto, marketing and advertising costs and expenses that arise under or are otherwise incurred in connection with the disposition of such Stores (the "Real Estate Disposition Expenses").

(c) Agent shall be entitled to retain all proceeds received in connection with the sale, transfer, conveyance, assumption and assignment of any Subject Lease(s), as the case may be, to the respective Designees (as defined below).

(d) At any time prior to the expiration of the Marketing Period for each Store, Agent shall have the right, which right may be exercised at any time and from time to time in Agent's sole and absolute discretion, to provide notice (each such notice, a "Lease Assumption Notice") to Merchant of Agent's election to require Merchant to assume the Subject Lease(s) identified in the subject Lease Assumption Notice(s) and assign same to either Agent or a designee thereof (each a "Designee"). Within fifteen (15) days following the date upon which Agent delivers a Lease Assumption Notice to Merchant, Merchant shall, at no additional cost or expense to Agent (other than the payment by Agent of required cure amounts for the period prior to the petition date necessary to comply with Section 365 of the Bankruptcy Code, if any (the "Pre-Petition Cure Amounts")), take all requisite actions (including, without limitation, actions required under sections 363 and/or 365 of the Bankruptcy Code) to sell, transfer, convey, assume

and assign, as applicable, the subject Lease interest to Agent (or in the case of a Designee identified by Agent under such Notice(s), to the Designee). Within five (5) business days after the entry of an order of the Bankruptcy Court approving the sale, transfer, conveyance, assumption and assigned, as and where applicable for the subject Lease (in each case, the “Real Property Closing Date”), Merchant shall execute the necessary documentation to effectuate such assumption and assignment. In the event Agent elects to require Merchant to assume and thereupon assign a Subject Lease(s) to Agent or to a Designee, Agent or the Designee shall be obligated to pay all Pre-Petition Cure Amounts due under the respective Subject Lease that is the subject of the Subject Lease Assumption Notice(s) and Merchant shall be obligated to pay all remaining cure amounts (the “Post-Petition Cure Amounts”).

(e) At any time prior to the expiration of the Marketing Period, Agent shall have the right, which right may be exercised at any time and from time to time in Agent’s sole and absolute discretion, to provide notice to Merchant (each such notice, a “Dropout Notice”) of Agent’s election to discontinue its efforts to market and attempt to sell any Subject Lease(s). Upon the applicable Marketing Termination Date, Agent shall have no further obligation or liability with respect to the subject Store covered by a Dropout Notice (including any obligation to continue to pay any expenses with respect thereto), and Merchant shall thereafter be solely responsible for all amounts payable or other obligations or liabilities that may be owed in connection with such Store(s) (including, without limitation, any damages resulting from the rejection of any affected lease(s) under section 365 of the Bankruptcy Code or otherwise); provided, however, nothing contained herein shall be intended to relieve Agent from any obligation it may have to pay or reimburse any Expense under Section 4.1(a) hereof.

(f) Without limiting the generality of the foregoing, upon receipt of a Lease Assumption Notice, Merchant shall use its best efforts to obtain the entry of an order of the Bankruptcy Court approving the assumption of the Subject Lease(s) identified in such Lease Assumption Notice(s) and the assignment of such lease(s) to the specified Designee. As used herein, the term “best efforts” shall require Merchant to pay Post-Petition Cure Amounts (but not any Pre-Petition Cure Amounts which shall be payable by Agent or the its Designee). The Lease Assumption Notice from Agent shall be accompanied by written documentation establishing adequate assurance of future performance of the specified Designee for any Subject Lease. Agent and the respective Designee shall cooperate with the Merchant in providing such additional information as may be reasonably requested by the respective landlord(s) in connection with establishing adequate assurance of such Designee’s future performance.

Section 17 Bulk Sale /Intellectual Property Designation Rights.

(a) Bulk Sale of Merchandise and FF&E. (i) During the Sale Term (the “Bulk Sale Option Period”), Agent shall have the right , in Agent’s sole and absolute discretion, to provide notice (each such notice, a “Bulk Sale Designation Notice”) to Merchant of Agent’s election to sell, transfer and convey, in bulk, certain Merchandise and FF&E (the “Designated Bulk Sale Assets”), as designated by Agent in its sole discretion (the “Bulk Sale Designation”) to a designee (the “Bulk Sale Designee”) as identified by Agent in the Bulk Sale Designation Notice (the “Bulk Sale Designation”). Within five (5) business days after Merchant’s receipt of a Bulk Sale Designation Notice (the “Bulk Sale Transfer Date”), Merchant shall sell, transfer and execute such documents as may be reasonably requested by Agent and the Bulk Sale Designee in order to sell, transfer and convey the Designated Bulk Sale Assets to the respective Bulk Sale

Designee. The sale of the Designated Bulk Sale Assets shall be free and clear of all liens, claims and encumbrances, with Pre-Existing liens to attach to the Transaction Proceeds in the same order and priority as existed on the Sale Commencement Date.

(ii) From the Sale Commencement Date through the Bulk Sale Transfer Date (if any), Agent shall have the right to conduct the Sale at the Stores, consistent with this Agreement.

(iii) The Comprehensive Sale Proceeds generated from the transfer of the Designated Bulk Sale Assets to the Bulk Sale Designee shall constitute Comprehensive Sale Proceeds under this Agreement and shall be retained by Agent. Agent shall be responsible for, as a Comprehensive Sale Expense, all expenses incurred by Agent in connection with the disposition of Designated Bulk Sale Assets ("Bulk Sale Disposition Expenses".

(b) Sale of Intellectual Property. Subject to Merchant's IP Removal Option set forth in Section 17(c) below:

(i) during the period of twelve months after the Sale Commencement Date (the "Intellectual Property Marketing Period"), Agent shall have the exclusive right to market and attempt to sell, transfer, or convey some or all of the Intellectual Property (as defined below). At any time during the Intellectual Property Marketing Period, Agent may provide notice (each such notice, an "Intellectual Property Designation Notice") to Merchant of Agent's designation for Merchant to sell, transfer and convey some or all of the Intellectual Property as designated by Agent (the "Designated Intellectual Property") to a designee (the "Intellectual Property Designee") identified by Agent in the Intellectual Property Designation Notice (the "Intellectual Property Designation"), provided that such Intellectual Property Designee has the requisite federal, state and local licenses and permits to engage in the business of owning and/or selling such Intellectual Property. Within five (5) of Merchant's receipt of the Intellectual Property Designation Notice (the "Intellectual Property Transfer Date"), Merchant shall sell, transfer and convert the Designated Intellectual Property to the respective Intellectual Property Designee, and shall execute such documents as may be reasonably requested by Agent and the Intellectual Property Designee, or otherwise required by applicable federal, state and local law, rules and regulations, in order to effectuate the sale, transfer and conveyance of the Designated Intellectual Property to such Intellectual Property Designee. The sale of the Designated Intellectual Property shall be free and clear of all liens, claims and encumbrances (except that the Intellectual Property Designee will grant to Merchant a license to use the Intellectual Property to the extent necessary to wind up Merchant's business activities which activities will include, without limitation, the continuation of any GOB Sales at any of the Stores or other locations of Merchant or its subsidiaries that are not "Stores" as defined in this Agreement and a license (or assignment of the Merchant's license) to the Secured Creditors in order to permit the exercise of any of the Secured Creditors' rights or remedies),), with Pre-Existing Liens to attach to the Intellectual Property Guaranteed Amount and other Transaction Proceeds, in the same order and priority as existed on the Sale Commencement Date.

(ii) For purposes of this Agreement, "Intellectual Property" shall mean the Trademarks (which means registered and unregistered trademarks, trade names, logos and service marks throughout the world), internet domain names

and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications (including without limitation intent-to-use applications), registrations and renewals in connection therewith listed on Exhibit 11.1(w)(i) and Merchant's customer lists and copies and tangible embodiments of any of the foregoing in whatever form or medium.

(iii) Agent shall be responsible for (as a Comprehensive Sale Expense) all of the marketing and advertising costs and/or other expense incurred by Agent during the Intellectual Property Marketing Period in connection with the marketing and sale of the Intellectual Property (the "Intellectual Property Marketing Expenses"),. All proceeds paid by the Intellectual Property Designee(s) shall constitute Comprehensive Sale Proceeds and shall be retained by Agent. Agent shall be responsible for, as a Comprehensive Sale Expense, all expenses incurred by Agent in connection with the disposition of the Intellectual Property (collectively, the "Intellectual Property Disposition Expenses").

(iv) During the Intellectual Property Marketing Period, Merchant shall cooperate with Agent in Agent's efforts to market and dispose of the Intellectual Property, including but not limited to Agent's and the prospective Intellectual Property Designee's efforts to conduct a physical inventory and other due diligence of the Intellectual Property.

(v) From and after the Sale Commencement Date, Merchant shall not use any of the Intellectual Property owned by Merchant or any derivative thereof in connection with the sale of any goods or services or for any other commercial purposes, anywhere in the United States, except in connection with Merchant's disposition of its on hand inventory at the Gordon Brothers Stores.

(c) Merchant shall have the right, at any time following the conclusion of the Auction, but prior to the entry of the Approval Order, to in its sole and absolute discretion remove the Intellectual Property from the Subject Assets and this Agreement (subject to Agent's continued right to use such Intellectual Property in connection with the Sale as provided for herein) (the "IP Removal Option"), without adjustment to the Transaction Consideration and without giving rise to any other payment obligation or other obligation to Agent (including those obligations set forth in Section 17(b) hereof); provided however, notwithstanding the existence of the IP Removal Option (whether or not exercised), Merchant shall take all steps necessary to provide such adequate notice as may be required, and to the extent necessary seek appointment of an ombudsman, so as to be in a position to include the designation rights for the Intellectual Property as a Subject Asset at the Auction and to obtain approval of the Sale of such asset in the Approval Order, should the Merchant elect not to exercise the IP Removal Option. The Transaction Consideration does not include any consideration on account of the Intellectual Property, which consideration will be the subject of further negotiations. For the avoidance of doubt, the IP Removal Option will be deemed to be exercised unless a mutually satisfactory agreement is reached by the Merchant and Agent (with the consent of the Secured Creditors) concerning such additional consideration.

Section 18. Bidding Procedures. In consideration of Agent conducting its due diligence and entering into this Agreement, which serves as a base by which other offers may be measured, in the event this Agreement is subject to higher and better offers by way of bidding at

an auction to be conducted by Merchant or other hearing as provided by the Bankruptcy Court (the “Auction”): (i) all bidders must agree to be bound by all of the terms and conditions of this Agreement with appropriate modifications for the identity of the successful bidder and the increased price; (ii) all bidders must provide adequate assurance of their ability to perform their obligations under this Agreement reasonably acceptable to Merchant; (iii) the initial bid must be for an increase in the Transaction Consideration of at least \$2,050,000, with successive bids thereafter for an increase of at least \$200,000 over the previous bid; (iv) all bidders must agree that, in the event that they are the successful bidder at the Auction, they will purchase from and reimburse Agent for Agent’s reasonable and documented out-of-pocket expenses incurred in connection with advertising and signage associated with the Sale; (v) competing bids shall not be conditioned on the outcome of unperformed due diligence by the bidder; and (vi) Agent shall be permitted to bid and submit a higher offer. In the event that Agent is not the ultimate successful bidder, Merchant shall pay Agent a break-up fee of \$1,750,000 (the “Break-Up Fee”), plus reimbursement of reasonable and documented expenses up to \$100,000 (the “Expense Reimbursement”); and Merchant shall, with the support of the Secured Creditors and the creditors committee obtain approval of the Break-Up Fee and Expense Reimbursement prior to entertaining competing bids at the Auction.

Section 19. Security Interest. (a) Upon payment of the Initial Transaction Payment, and issuance of the Letter of Credit, Merchant hereby grants to Agent a first priority security interest in and lien upon (i) all of the Subject Assets, and (ii) all Comprehensive Sale Proceeds, to secure all obligations of Merchant to Agent hereunder; provided however, until the payment of the Transaction Consideration and Comprehensive Sale Expenses, or other amounts due to Merchant hereunder, in full, the security interest granted to Agent hereunder, shall remain junior to the security interest of the Secured Creditors, to the extent of the unpaid portion of the Transaction Consideration, Comprehensive Sale Expenses or other unpaid amounts. Upon entry of the Approval Order and payment of the Initial Transaction Payment and the issuance of the Letter of Credit, the security interest granted to Agent hereunder shall be deemed properly perfected without the need for further filings or documentation.

(b) All Transaction Proceeds shall be the perfected collateral of the Secured Creditors and shall be subject to liens and administrative expense claims of the Secured Creditors as provided in, and subject to the priorities set forth in, the Cash Collateral Order.

Section 20. Miscellaneous.

20.1 Notices. All notices and communications provided for pursuant to this Agreement shall be in writing, and sent by hand, by facsimile, or by Federal Express or other recognized overnight delivery service, as follows:

If to the Agent:

GREAT AMERICAN WF, LLC
9 Parkway North
Suite 300
Deerfield, IL 60015
Attn: Mark P. Naughton
Senior Vice President/General Counsel
Tel: 847 444 1400

Email: mnaughton@greatamerican.com

With copies to:

EPSTEIN BECKER & GREEN P.C.
250 Park Avenue – 11th Floor
New York, New York 1007
Attn: Paul Traub
Maura I. Russell
Tel: 212/351-3770 (Traub)
212/351-3758 (Russell)
Email: ptraub@ebglaw.com
mrussell@ebglaw.com

If to the Merchant:

MOVIE GALLERY, INC.
9275 SW Payton Lane
Wilsonville, OR 97070
Attn: Chief Restructuring Officer
Tel:
Email:

with copies to:

SONNENSCHEIN NATH & ROSENTHAL LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: John A. Bicks
Richard L. Sadowsky
Tel: (212) 398-4898 (Bicks)
(212) 398-7611 (Sadowsky)
Email: jbicks@sonnenschein.com
rsadowsky@sonnenschein.com

with copies to counsel to
the Secured Creditors:

BROWN RUDNICK LLP
One Financial Center
Boston, MA 02111
Attn: Jeff Jonas
Tel: 617-856-8577
Email: JJonas@brownrudnick.com

O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071
Attn: Steve Warren
Tel: (213) 430-6000
Email: SWarren@OMM.com

20.2 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Virginia without regard to conflicts of laws principles thereof, except where governed by the Bankruptcy Code.

20.3 Termination. This Agreement shall remain in full force and effect until the first to occur of: (i) receipt by Merchant of written notice from Agent that any of the conditions specified in Section 10 hereof have not been satisfied; or (ii) the expiration of the Sale Term and completion and certification by Merchant and Agent of the final Sale reconciliation pursuant to Section 8.7 above. Notwithstanding the foregoing, the representations and warranties of Merchant and Agent contained herein and the provisions of Section 13 above shall survive the termination of this Agreement pursuant to this Section 20.3.

20.4 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto.

20.5 Amendments. This Agreement may not be modified except in a written instrument executed by each of the parties hereto.

20.6 No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

20.7 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Agent and Merchant, and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Merchant or Agent to any party without the prior written consent of the other.

20.8 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one agreement. This Agreement may be executed by facsimile, and such facsimile signature shall be treated as an original signature hereunder.

20.9 Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

20.10 Survival. All representations, warranties, covenants and agreements made by the parties hereto shall be considered to have been relied upon by the parties and shall survive the execution, delivery and performance of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Agent and Merchant hereby execute this Agreement by their duly authorized representatives as a sealed instrument as of the day and year first written above.

MOVIE GALLERY, INC.

By: /s/ Wesley D. Sand
Print Name and Title:
Wesley D. Sand, President and COO

HOLLYWOOD ENTERTAINMENT CORP.

By: /s/ Wesley D. Sand
Print Name and Title:
Wesley D. Sand, President and COO

MOVIE GALLERY US LLC

By: /s/ Wesley D. Sand
Print Name and Title:
Wesley D. Sand, President and COO

MG REAL ESTATE, LLC

By: /s/ Wesley D. Sand
Print Name and Title:
Wesley D. Sand, President and COO

HEC REAL ESTATE, LLC

By: /s/ Wesley D. Sand
Print Name and Title:
Wesley D. Sand, President and COO

GREAT AMERICAN WF, LLC

By: /s/ Scott K. Carpenter

Print Name and Title:

Scott K. Carpenter, Executive Vice President

Consented to with respect
to Section 3.3(a) and Section 19

Lenado Capital Advisors and affiliates and other entities under common control on behalf of funds and accounts that are lenders party to the Prepetition First Lien Revolver Credit Agreement

By: O'Melveny & Myers LLP

Stephen Warren

Wilmington Trust Company, as Agent

By: Brown Rudnick LLP

On Behalf of Itself and as Authorized
Representative for the Term Secured Creditors

By: _____
Print Name and Title:

EXHIBIT 3.1(a)(i)

UNIT COUNT ADJUSTMENT SCHEDULE

EXHIBIT 4.1

OCCUPANCY EXPENSE

MOVIE GALLERY US, LLC
Per Diem Occupancy Expenses

Exhibit 4.1

Trailing 12-Months (Feb09-Jan10) from file "income_statements.xlsx"

Store #	Banner	Address	City	ST	Rent And Related	Repairs	Utilities	Taxes / Insurance	Security Services	Total
001500	GCHV	1304 Woodward Ave	Muscle Shoals	AL	338	27	55	8	1	428
001504	HLYW	924 Beltline Rd	Decatur	AL	331	42	48	3	1	425
001712	HLYW	398 Hughes Rd	Madison	AL	331	40	43	5	1	419
003398	HLYW	23706 S Power Road Ste 104	Queen Creek	AZ	219	0	32	1	1	253
003420	HLYW	1280 S Watson Rd Ste 104	Buckeye	AZ	401	10	66	5	1	482
003920	HLYW	1555 S Ave B Ste C	Yuma	AZ	347	10	81	3	1	441
003928	GCHV	4705 S Hwy 95	Fort Mohave	AZ	231	32	58	4	0	325
003948	HLYW	7584 E Hwy 69 Ste A	Prescott Valley	AZ	357	17	42	3	1	419
003957	HLYW	1958 E Brown Rd	Mesa	AZ	309	20	46	1	1	377
003963	GCHV	1250 N Alma School Rd	Chandler	AZ	177	15	41	2	1	236
003978	GCHV	1430 E Rte 66	Flagstaff	AZ	464	16	44	2	1	526
005320	GCHV	40790 California Oaks Rd	Murrieta	CA	397	26	84	8	1	515
005400	GCHV	2340 N Blackstone Ave	Fresno	CA	419	14	72	7	1	514
005412	HLYW	12263 Highland Ave. Suite 120	Rancho Cucamonga	CA	532	18	62	9	1	621
005421	HLYW	12873 Mountain Avenue	Chino	CA	285	13	34	5	1	338
005428	HLYW	826 B St.	Marysville	CA	474	9	72	8	1	563
005429	HLYW	29910 S Murrieta Hot Springs Rd	Murrieta	CA	540	27	53	5	1	626
005491	HLYW	1318 W Foothill Blvd	Rialto	CA	261	7	75	10	11	363
005497	HLYW	6415 Platt Ave	West Hills	CA	361	11	54	8	1	435
005501	GCHV	1846 N Broadway	Santa Maria	CA	475	11	59	8	2	555
005514	GCHV	900 N Norma St	Ridgecrest	CA	329	6	82	3	1	420
005526	GCHV	711 Stony Point Rd. Ste. 1	Santa Rosa	CA	489	5	70	8	1	574
005542	GCHV	2147 W Cleveland Ave	Madera	CA	351	8	61	4	2	426
005547	GCHV	440 N 11th Ave	Hanford	CA	474	18	84	4	2	581
005551	HLYW	1791 Hillsdale Ave	San Jose	CA	432	7	94	3	1	537
005582	HLYW	1051 N Imperial Ave	El Centro	CA	344	5	55	11	1	415
005584	GCHV	511 N Second St	El Cajon	CA	446	32	39	4	0	521
005586	HLYW	1395 W Henderson Ave	Porterville	CA	286	14	47	5	1	352
005641	HLYW	8610 Firestone Blvd	Downey	CA	476	11	65	5	2	559
005650	GCHV	8012 Limonite Ave	Riverside	CA	462	9	67	9	7	554
005677	HLYW	1290 W Redondo Beach Blvd	Gardena	CA	399	3	63	4	1	470
005723	HLYW	621 W Central Ste. A	Lompoc	CA	268	6	56	7	1	338
005724	GCHV	900 Rancho Pky	Arroyo Grande	CA	376	15	57	11	1	458
005726	HLYW	789 E Monte Vista Ave	Vacaville	CA	310	9	47	3	1	369
005728	GCHV	4952 E Kings Canyon Rd	Fresno	CA	307	16	65	10	2	401
005742	HLYW	415 W Felicita Ave	Escondido	CA	311	19	56	3	2	391
005750	GCHV	12252 Perris Blvd	Moreno Valley	CA	346	4	32	9	8	399
005763	HLYW	1105 W Main St	Merced	CA	236	7	10	5	1	260
005789	GCHV	15152 Bear Valley Rd	Victorville	CA	368	16	79	8	3	475
005791	GCHV	3454 Palmer Dr	Cameron Park	CA	449	9	83	8	1	549
005814	GCHV	4871 White Ln	Bakersfield	CA	444	7	72	4	2	529
005816	GCHV	81850 Hwy 111	Indio	CA	518	9	107	12	1	647
005821	HLYW	2515 Western Ave Ste 2 A	San Pedro	CA	441	17	49	10	1	517
005825	GCHV	58132 Twenty Nine Palms Hwy	Yucca Valley	CA	453	19	76	7	1	556
005836	GCHV	370 N Capital Ave	San Jose	CA	570	7	78	6	11	671
005841	HLYW	678 N Wilson Wy Ste 20	Stockton	CA	328	24	96	8	1	457
005892	HLYW	3970 Missouri Flat Rd Ste B1	Placerville	CA	231	6	54	6	1	299
005917	HLYW	1920 W Eleventh St	Tracy	CA	314	7	68	10	1	399
005919	HLYW	8195 El Camino Real	Alascadero	CA	316	6	64	4	1	389
005928	HLYW	73680 Buena Vista Dr	Twenty-nine Palms	CA	344	10	77	4	1	436
005936	HLYW	1060 N Lemoore Ave Ste 101	Lemoore	CA	160	9	48	2	1	220
005948	HLYW	194 Niblick Rd	Paso Robles	CA	424	27	69	4	2	526
005966	HLYW	1462 S Mercy Springs Rd	Los Banos	CA	309	8	71	4	1	393
006666	GCHV	6750 Camden Blvd	Fountain	CO	320	46	47	5	1	418
006671	GCHV	1425 W Hwy 50	Pueblo	CO	324	34	43	4	1	405
006683	GCHV	3205 I-70 Business Loop	Clifton	CO	264	32	35	4	1	336
006698	HLYW	9205 Washington St	Thornton	CO	126	19	39	2	1	187
006717	HLYW	1006 Bonforte Blvd.	Pueblo	CO	289	29	41	6	1	365
009627	HLYW	4220 Nw 16Th Blvd	Gainesville	FL	416	12	70	6	1	505
009695	HLYW	2640 Blanding Blvd Ste 211	Middleburg	FL	323	10	64	5	1	402
012101	HLYW	1233 Parkway Drive	Blackfoot	ID	306	13	38	16	0	374
012102	GCHV	2110 Nez Perce Grade	Lewiston	ID	346	7	54	9	1	416
012103	GCHV	624 N Yellowstone Ave	Pocatello	ID	385	22	43	18	1	467
012105	HLYW	725 Blue Lakes Blvd N	Twin Falls	ID	235	30	34	5	1	306
012109	GCHV	66 Second St S Ste D	Nampa	ID	348	4	28	8	0	388
012115	HLYW	350 S Eagle Rd	Eagle	ID	303	4	25	5	1	338
012119	HLYW	189 E Maine Street	Nampa	ID	338	17	46	9	1	410

012120	HLYW	382 N Overland Ave	Burley	ID	325	12	26	5	1	368
012121	HLYW	4809 Yellowstone Ave	Chubbuck	ID	347	8	42	15	1	412
013837	GCHV	3125 N University St	Peoria	IL	363	5	53	-	1	420
013871	HLYW	3010 Perryville Road	Rockford	IL	380	13	42	0	1	435
013908	GCHV	1350 S Alpine Rd	Rockford	IL	435	23	43	0	1	502
013935	GCHV	9128 N Lindbergh Dr	Peoria	IL	401	10	43	-	1	455
014881	HLYW	353 N Grandstaff	Auburn	IN	259	1	28	11	1	300
014885	HLYW	326 Hwy 930 W	New Haven	IN	186	8	44	11	1	249
014950	GCHV	6091 Broadway	Merrillville	IN	309	5	60	10	2	386
014951	GCHV	6129 Us Hwy 6	Portage	IN	420	19	57	20	2	518
015489	HLYW	3505 Gordon Dr	Sioux City	IA	326	12	36	-	1	375
016829	HLYW	133 E 47Th St S	Wichita	KS	408	42	46	2	1	499
017745	HLYW	1897 Bypass Rd	Winchester	KY	444	90	55	3	1	593
018482	HLYW	9018 Mansfield Rd	Shreveport	LA	362	14	34	23	1	434
018509	HLYW	1405 Beglis Pkwy	Sulphur	LA	304	13	30	9	1	357
018514	HLYW	2130 Airline Dr	Bossier City	LA	321	36	37	9	1	403
020808	GCHV	1003 W Patrick St	Frederick	MD	515	18	56	3	2	594
020880	GCHV	1580 Wesel Blvd	Hagerstown	MD	261	6	57	18	1	342
021101	GCHV	5 State Rd	Dartmouth	MA	406	18	117	1	1	544
021108	GCHV	933 Pleasant St	Fall River	MA	392	6	57	1	1	458
021133	HLYW	250 E Central St	Franklin	MA	151	2	56	1	1	210
022255	HLYW	49125 Van Dyke	Shelby Township	MI	230	9	37	3	1	279
022270	GCHV	2015 Niles Rd	St. Joseph	MI	379	6	35	4	1	424
022271	GCHV	1424 S Main St	Adrian	MI	243	52	44	5	1	345
022279	HLYW	2360 W Stadium Blvd	Ann Arbor	MI	484	13	67	7	3	575
022281	GCHV	1190 N West Ave	Jackson	MI	307	30	9	5	1	351
022282	HLYW	3140 E Michigan Ave	Jackson	MI	176	6	48	3	1	234
022293	HLYW	6767 Cascade Rd Se	Grand Rapids	MI	237	11	46	3	1	299
022296	GCHV	1047 E Main St	Owosso	MI	195	4	53	5	1	257
022474	HLYW	335 S Telegraph Road	Monroe	MI	218	6	48	7	1	279
023792	HLYW	412 Crossroads Dr	Rochester	MN	364	4	45	0	1	414
023793	HLYW	2521 8Th St S	Moorhead	MN	139	10	26	0	1	176
024510	HLYW	1496 Old Aberdeen Rd	Columbus	MS	247	4	48	9	1	308
025872	HLYW	1210 N Westwood	Poplar Bluff	MO	313	32	48	4	1	398
025897	GCHV	18887 W Florissant	Ferguson	MO	576	42	73	12	1	703
025944	GCHV	2703 East Broadway Ste 236	Columbia	MO	361	29	61	9	1	461
027676	HLYW	633 N 46Th St	Omaha	NE	252	10	40	1	1	304
028403	GCHV	3300 E Flamingo Rd Ste 26	Las Vegas	NV	266	28	79	5	1	379
028409	HLYW	1030 Nevada Way	Boulder City	NV	279	7	29	3	1	318
028414	GCHV	240 S Hwy 160	Pahrump	NV	395	21	50	2	1	469
028909	HLYW	7375 S Durango Dr Ste 101	Las Vegas	NV	491	21	72	6	1	590
030114	GCHV	2465 S Broad St Ste E 1	Hamilton	NJ	437	18	63	0	1	518
030120	GCHV	875 Mantua Pike	Woodbury	NJ	224	2	77	-	1	304
030151	HLYW	801 Tilton Rd	Northfield	NJ	177	9	65	1	1	253
031903	HLYW	106 Girard Blvd Se	Albuquerque	NM	248	59	53	1	2	362
031904	HLYW	1965 Bataan Memorial West Unit 1	Las Cruces	NM	305	26	48	1	1	381
031905	HLYW	3538 Zafarano Dr Bldg A	Santa Fe	NM	495	8	45	1	1	551
031909	HLYW	4017 N Prince St Ste B1	Clovis	NM	266	9	31	1	1	308
031917	HLYW	1600-A Valley Drive	Las Cruces	NM	292	14	49	3	1	358
032305	HLYW	46 S Washington St Ste 1	Binghamton	NY	412	11	36	0	1	460
032307	HLYW	1410 Altamont Ave	Schenectady	NY	336	11	63	0	1	411
032309	HLYW	134 Vestal Pky W	Vestal	NY	345	14	46	0	1	406
032621	GCHV	216 Quaker Rd Ste 1	Queensbury	NY	370	11	65	-	1	447
032778	HLYW	11 Saratoga Rd	Glenville	NY	342	5	45	-	1	393
032781	HLYW	279 Main St	Binghamton	NY	290	10	39	0	1	340
032786	HLYW	350 Fairview Ave	Hudson	NY	167	6	46	-	1	220
032789	HLYW	4908 State Hwy 30	Amsterdam	NY	201	7	47	-	1	256
032839	HLYW	380 Route 9 W	Glenmont	NY	295	5	66	0	1	367
032842	HLYW	279 Troy Road Bldg A Unit 6	Rensselaer	NY	384	7	49	-	1	441
033105	HLYW	7621 S. Raeford Rd.	Fayetteville	NC	340	28	58	4	1	430
033948	GCHV	1590 Skiba Road	Fayetteville	NC	270	16	36	5	0	327
033959	HLYW	1515 S Cannon Blvd Ste A	Kannapolis	NC	348	7	31	3	1	390
033962	GCHV	102 Stanford Rd	Lincolnton	NC	248	6	33	7	1	294
033999	HLYW	3460 Dr. M L King Jr Blvd	New Bern	NC	358	29	57	3	1	447
034100	GCHV	1700 S Broadway	Minot	ND	377	40	38	0	1	456
034101	HLYW	1844 S Washington St	Grand Forks	ND	273	14	34	0	1	321
035796	GCHV	3773 S High St	Columbus	OH	310	9	49	(0)	1	369
035800	GCHV	7867 Plains Rd	Mentor On The Lake	OH	274	10	55	0	1	340
035804	GCHV	340 Mill Ave Se	New Philadelphia	OH	394	45	46	0	1	486
035820	GCHV	175 W Milltown Rd	Wooster	OH	329	50	57	(0)	1	437
035847	GCHV	950 N Bridge St	Chillicothe	OH	421	8	56	0	1	486
035887	GCHV	5225 Mahoning Ave	Austintown	OH	252	11	48	(0)	1	311
035905	HLYW	1210 State Route 125	Amelia	OH	329	20	56	0	1	406
036796	HLYW	2802 N Kickapoo Ave	Shawnee	OK	237	2	33	4	1	277
036852	GCHV	2112 Nw Cache Rd	Lawton	OK	309	46	40	20	1	414

036859	HLYW	1930 S Muskegee Ave	Tahlequah	OK	296	27	42	5	1	371
036871	GCHV	7418 E Admiral Pl	Tulsa	OK	251	19	34	7	1	312
036878	GCHV	9101 S Pennsylvania Ave	Oklahoma City	OK	343	32	45	12	1	433
037102	GCHV	29756 Sw Town Ctr Lp W Ste F	Wilsonville	OR	365	21	37	7	1	430
037112	GCHV	15660 Sw Pacific Hwy Ste 100	Tigard	OR	492	7	58	14	2	573
037114	HLYW	7461 Sw Barbur Blvd	Portland	OR	263	11	48	11	1	334
037125	GCHV	1443 Ne 181St	Portland	OR	286	7	34	7	1	335
037145	GCHV	335 Nw 4Th St	Corvallis	OR	287	24	47	10	1	370
037183	GCHV	1176 Nw Garden Valley Blvd	Roseburg	OR	368	9	34	12	1	424
037186	GCHV	1120 Se 3Rd St Ste 100	Bend	OR	458	11	34	7	1	511
037194	HLYW	2225 Sw Court Pl	Pendleton	OR	274	22	46	6	1	348
037197	HLYW	3455 Lancaster Dr Ne	Salem	OR	324	23	48	5	1	402
037198	GCHV	1671 N 18Th St	Springfield	OR	337	4	35	7	1	384
037206	GCHV	2866 Willamette St Ste A	Eugene	OR	293	7	40	7	1	348
037207	HLYW	1604 S Hwy 97	Redmond	OR	207	5	32	6	1	251
037208	GCHV	1432 Molalla Ave	Oregon City	OR	340	15	58	6	1	420
037211	HLYW	400 Mt Hood St	The Dalles	OR	286	8	43	7	1	344
037212	HLYW	507 S Roosevelt Dr Ste 1	Seaside	OR	171	5	30	4	1	211
037214	HLYW	903 N First Ave	Stayton	OR	239	9	36	4	1	289
037215	HLYW	8505 Sw Tualatin Sherwood Rd	Tualatin	OR	471	11	47	13	1	543
037225	HLYW	3515 Ne 15Th Ave	Portland	OR	268	3	21	5	1	299
037230	HLYW	5518 S 6Th St	Klamath Falls	OR	272	11	31	3	1	317
037231	HLYW	45 Nw Plum St	Madras	OR	188	13	30	5	1	237
037240	GCHV	115 E Highland Ave	Hermiston	OR	169	12	24	7	0	211
037243	HLYW	4600 Se Woodstock	Portland	OR	381	9	64	6	1	461
037244	HLYW	5278 Sw Philomath Blvd	Corvallis	OR	278	1	33	4	1	317
037459	HLYW	1495 Monmouth Street	Independence	OR	277	11	41	7	1	336
037461	HLYW	1495 Ivy Street	Junction City	OR	221	3	32	5	1	262
038315	HLYW	1640 Main St	Dickson City	PA	295	4	46	2	1	347
038325	HLYW	2489 Aramingo Ave	Philadelphia	PA	501	10	78	0	13	603
038352	HLYW	224 Memorial Blvd.	Connellsville	PA	278	12	48	2	1	341
038386	HLYW	102 Milford Landing Dr Suite 9	Matamoras	PA	267	2	108	-	1	378
038891	HLYW	855 E Main St	Dallastown	PA	278	6	52	2	1	337
038986	HLYW	635 Fayette Plz	Uniontown	PA	293	4	49	1	1	347
038989	HLYW	1800 Hoffman Blvd	West Mifflin	PA	163	7	39	7	1	217
039100	GCHV	1400 Park Ave	Woonsocket	RI	383	7	73	36	1	498
039101	GCHV	244 Atwood Ave	Cranston	RI	348	11	52	15	1	426
039102	GCHV	320 Warwick Ave	Warwick	RI	-	-	-	-	-	-
039109	HLYW	760 Tiogue Ave	Coventry	RI	249	12	57	3	1	323
040895	HLYW	506 Bypass 72 Nw	Greenwood	SC	365	27	49	3	1	444
041101	HLYW	2505 S Minnesota Ave	Sioux Falls	SD	295	7	32	0	1	335
042440	HLYW	2660 Memorial Blvd	Springfield	TN	364	19	50	5	1	439
042940	GCHV	2139 Lowes Dr	Clarksville	TN	431	40	69	14	1	554
042945	HLYW	2503 Old Fort Pky	Murfreesboro	TN	426	18	52	8	1	505
042961	GCHV	250 S Hall Rd	Alcoa	TN	327	33	60	11	1	432
042962	GCHV	670 S Jefferson Ave	Cookeville	TN	398	29	55	10	1	494
042963	GCHV	3409 Gallatin Pike	Nashville	TN	441	67	72	11	1	591
042978	HLYW	3541 Riverdale Rd	Memphis	TN	440	12	49	5	1	507
042990	GCHV	611 S Cumberland St	Lebanon	TN	365	32	48	15	1	460
043310	HLYW	4200 S Alameda St	Corpus Christi	TX	327	17	61	7	2	413
043324	GCHV	3150 S 31St St	Temple	TX	269	19	53	15	2	358
043331	GCHV	509 S Expressway 83	Harlingen	TX	335	26	72	16	1	448
043341	GCHV	900 W Central Tx Expy	Killeen	TX	441	28	75	18	1	563
043352	HLYW	3225 50Th St	Lubbock	TX	118	3	40	7	1	168
043362	HLYW	3102 N Lee Trevino Dr	EI Paso	TX	396	24	75	7	1	503
043364	GCHV	6045 Montana Ave	EI Paso	TX	435	21	64	11	1	532
043370	GCHV	606 S Walnut Ave Ste A	New Braunfels	TX	335	23	49	12	1	419
043380	GCHV	203 Hewitt Dr	Woodway	TX	410	14	60	17	5	506
043389	HLYW	2531 82Nd St	Lubbock	TX	464	26	45	8	1	544
043395	GCHV	2109 Us Expy 83	Westlaco	TX	347	34	76	20	1	479
043561	GCHV	7610 Fm Hwy. 78	San Antonio	TX	344	32	40	16	1	434
043572	GCHV	2726 Hwy 190	Copperas Cove	TX	441	28	69	16	1	555
043574	GCHV	701 Indian Trail	Harker Heights	TX	330	45	73	19	1	468
043583	GCHV	9155 Dyer St Ste B85	EI Paso	TX	313	33	63	12	1	423
043605	HLYW	7933 N Mesa St Ste A	EI Paso	TX	454	19	54	8	1	535
043606	GCHV	1860 N. Zaragoza Rd.	EI Paso	TX	345	42	75	12	1	476
043616	GCHV	4202 Ayers Dr.	Corpus Christi	TX	370	7	66	17	1	461
043640	HLYW	1634 Central Blvd	Brownsville	TX	233	1	47	17	1	299
043642	HLYW	4650 Woodrow Bean Transmountain Dr	EI Paso	TX	237	7	36	6	1	287
043689	GCHV	20851 Fm 1485 Ste A	New Caney	TX	308	20	45	17	1	390
043691	HLYW	17400 Spring Cypress Rd	Cypress	TX	502	6	62	11	1	582
043694	GCHV	902 Kitty Hawk Ste 110	Universal City	TX	478	13	45	23	1	559
043701	GCHV	6056 Fm 2920	Spring	TX	361	20	52	16	1	451
043713	GCHV	300 S Bibb Ave Ste G	Eagle Pass	TX	249	9	72	15	-	346
044600	GCHV	4335 S. Harrison Blvd.	Ogden	UT	413	7	51	9	1	480

044615	GCHV	566 S. Main	Cedar City	UT	344	13	36	5	1	398
044618	HLYW	8093 W. 3500 S.	Magna	UT	327	13	32	5	1	378
044620	GCHV	12664 S. Redwood Rd.	Riverton	UT	357	11	35	5	1	409
044644	HLYW	888 S Main St	Brigham City	UT	162	46	15	3	1	228
044651	HLYW	880 S Main St	Logan	UT	245	10	39	4	1	300
046731	HLYW	2121 Colonial Ave Sw	Roanoke	VA	499	9	39	5	1	553
046734	HLYW	2008 Wards Rd.	Lynchburg	VA	468	14	41	6	1	529
046741	HLYW	10350 Courthouse Road	Spotsylvania	VA	390	30	49	6	1	475
046743	HLYW	4050 Brambleton Ave	Roanoke	VA	360	17	33	5	1	416
046754	HLYW	2818 Linkhorne Dr Ste A	Lynchburg	VA	213	7	38	4	1	263
046758	HLYW	7365 Peppers Ferry Blvd	Radford	VA	300	3	38	12	1	353
047201	GCHV	7604 Ne 5Th Ave, Suite #100 A	Vancouver	WA	585	3	34	8	1	631
047203	GCHV	1111 Johnson Rd	Centralia	WA	292	7	45	6	1	351
047206	GCHV	3475 Bethel Rd Se	Port Orchard	WA	324	25	39	5	0	394
047235	GCHV	2500 Sw Barton St	Seattle	WA	479	10	33	15	1	537
047257	HLYW	813 Sr 9 Ne	Lake Stevens	WA	462	15	38	7	1	523
047260	GCHV	719 Sleater Kinney Rd Se Ste 162	Lacey	WA	549	9	70	15	2	644
047263	GCHV	4008 Summitview	Yakima	WA	483	5	43	8	1	540
047264	GCHV	17615 108Th Ave Se	Renton	WA	451	14	43	6	1	514
047271	GCHV	19835 10Th Ave W	Poulsbo	WA	308	17	47	8	2	382
047277	GCHV	1040 S. Burlington Blvd. Ste. A	Burlington	WA	352	7	43	6	1	408
047284	HLYW	409 S. Main Ste. 1	Ellensburg	WA	267	14	25	6	1	312
047286	GCHV	6713 N.E. 63Rd St. Ste. 101	Vancouver	WA	367	13	27	7	1	415
047291	HLYW	2312 W Main St Ste 101	Battle Ground	WA	288	2	25	5	1	321
047293	GCHV	1242 State Ave Ste A	Marysville	WA	257	12	30	6	1	306
047298	HLYW	474 228Th Ave. N.E.	Sammamish	WA	374	6	20	5	1	407
047304	GCHV	1329 Auburn Way N	Auburn	WA	261	7	44	7	1	320
047305	HLYW	755 W Washington Ave Ste D	Sequim	WA	270	6	21	5	1	302
047311	HLYW	1401 72Nd St E	Tacoma	WA	312	18	39	13	1	383
047320	HLYW	3307 Evergreen Blvd Ste 301	Washougal	WA	381	13	22	7	1	423
047322	HLYW	17528 Meridian E	Puyallup	WA	381	6	29	8	1	425
047459	HLYW	595 Grant Rd Ste 1	East Wenatchee	WA	319	11	11	6	1	348
047471	GCHV	1602 E Washington Street	Union Gap	WA	392	15	39	8	1	454
047473	HLYW	1873 Main Street Suite A	Ferndale	WA	303	6	38	7	1	354
047475	HLYW	11012 Canyon Road E Suite 14	Puyallup	WA	216	3	33	7	1	260
050634	HLYW	704 Limekiln Rd.	Green Bay	WI	291	10	61	5	1	368
050652	GCHV	3415 80Th St.	Kenosha	WI	438	14	60	7	1	520
051103	HLYW	1900 Converse Ave	Cheyenne	WY	145	15	38	3	1	202
051106	HLYW	3510 E 2Nd Street, Units 1-5	Casper	WY	315	17	36	4	1	374
114,882	GCZY	2106 E Boulevard Street	Kokomo	IN	9	0	2	0	0	12
115,497	GCZY	1511 E San Marnan Dr	Waterloo	IA	6	-	2	-	0	7
125,909	GCZY	6662 Delmar	St Louis	MO	13	1	3	0	0	17
132,612	GCZY	4934 Transit Rd	Depew	NY	5	-	1	-	0	6
138,151	GCZY	4403 Southmont Way	Easton	PA	11	3	4	-	0	18
138,384	GCZY	415 Eisenhower Drive	Hanover	PA	7	-	2	-	0	9
200006	MGUSA	6510 Caroline Street	Milton	FL	173	3	35	7	1	218
200010	MGUSA	1408 Maple Ave	Geneva	AL	37	4	34	1	1	76
200012	MGUSA	2109 Ross Clark Circle Suite	Dothan	AL	183	4	42	5	1	235
200015	MGUSA	300 S Willey Avenue	Donaldsonville	GA	39	2	40	4	1	85
200016	MGUSA	2421 Thomas Drive	Panama City Beach	FL	102	3	31	3	1	139
200017	MGUSA	300 W 23Rd Street	Panama City	FL	233	11	52	5	1	303
200018	MGUSA	120 S Tyndall Pkwy	Panama City	FL	256	3	41	5	1	305
200019	MGUSA	1023 Douglas Avenue	Brewton	AL	99	13	51	3	1	167
200021	MGUSA	1604 S Main St	Atmore	AL	97	7	35	5	1	145
200022	MGUSA	1133 N Bypass	Andalusia	AL	162	9	41	7	1	219
200029	MGUSA	1043 South Eufaula Avenue	Eufaula	AL	124	6	12	3	1	146
200031	MGUSA	1445 South Alabama Ave	Monroeville	AL	137	7	32	6	1	182
200032	MGUSA	1310 Highway 331 South	Defuniak Springs	FL	228	7	36	5	1	277
200034	MGUSA	1812 Highway 77 South	Lynn Haven	FL	171	6	40	5	1	222
200040	MGUSA	4356 Us Highway 231	Wetumpka	AL	223	4	36	3	1	268
200055	MGUSA	3813 North Monroe St	Tallahassee	FL	207	6	19	2	1	235
200058	MGUSA	1351 East Boone St	Kingsland	GA	170	1	28	4	1	204
200061	MGUSA	301 South Scott Street	Bainbridge	GA	136	8	43	4	1	192
200065	MGUSA	704 West 4Th Street	Adel	GA	79	11	29	3	1	123
200074	MGUSA	613 Mcmeans Ave	Bay Minette	AL	90	4	30	11	1	135
200076	MGUSA	20059 Nw Central Ave W	Blountstown	FL	133	15	47	8	1	204
200082	MGUSA	621 East 1St Street	Vidalia	GA	150	5	35	3	1	194
200083	MGUSA	12246 Columbia Street	Blakely	GA	87	6	26	3	1	124
200091	MGUSA	2407 Us Hwy 431	Anniston	AL	185	11	39	3	1	239
200094	MGUSA	468 Gilmer Ave	Tallasseee	AL	80	6	43	2	1	132
200096	MGUSA	879 Market Place	Alexander City	AL	192	20	41	4	1	258
200100	MGUSA	1031 Us Hwy 19 North	Thomaston	GA	220	13	43	5	1	281
200106	MGUSA	579 N 1St St	Jesup	GA	175	12	38	7	1	232
200109	MGUSA	8020 Highway 72 West	Madison	AL	150	3	33	6	1	193
200110	MGUSA	1032 Boll Weevil Circle	Enterprise	AL	42	16	34	3	1	95

200116	MGUSA	322 Main Street	Trussville	AL	175	3	38	5	1	220
200121	MGUSA	15046 Highway 43	Russellville	AL	142	10	33	5	1	191
200124	MGUSA	117 Us Highway 31 North	Athens	AL	131	10	31	3	1	176
200129	MGUSA	10861 Commerce Street	Summerville	GA	142	5	36	3	1	187
200132	MGUSA	809 N 2Nd Street	Booneville	MS	158	3	34	9	1	205
200133	MGUSA	907 East Alabama	Columbus	MS	133	2	31	7	1	174
200138	MGUSA	216 W Bankhead Street	New Albany	MS	132	11	32	6	1	182
200139	MGUSA	234 Highway 15 North	Pontotoc	MS	99	13	33	7	1	152
200140	MGUSA	132 Highway 12 West	Starkville	MS	252	15	34	7	1	308
200144	MGUSA	2130 N Frontage Road	Meridian	MS	125	12	27	7	1	172
200146	MGUSA	205 Davis Blvd	Bremen	GA	169	3	29	4	1	205
200152	MGUSA	21951H State Hwy 59	Robertsdale	AL	127	7	36	17	1	188
200161	MGUSA	2010 Hillsboro Blvd	Manchester	TN	175	1	34	5	1	216
200163	MGUSA	1216A Huntsville Hwy	Fayetteville	TN	147	10	32	4	1	194
200166	MGUSA	634 Madison St	Shelbyville	TN	147	8	30	3	1	189
200182	MGUSA	3107 Highway 90	Gautier	MS	179	8	25	7	1	219
200185	MGUSA	6729 Spanish Fort Blvd	Spanish Fort	AL	108	12	28	9	1	158
200189	MGUSA	814 South Hill Street	Griffin	GA	196	9	42	6	1	254
200201	MGUSA	E 828 Main St	Prattville	AL	206	15	44	3	1	269
200203	MGUSA	3621 Highway 14	Millbrook	AL	179	8	38	5	1	232
200204	MGUSA	2250 Us Highway 43	Winfield	AL	82	6	38	3	1	129
200205	MGUSA	313 Cane Creek Road	Warrior	AL	153	9	52	7	1	222
200216	MGUSA	760 Martin Street South	Pell City	AL	173	10	39	3	1	225
200220	MGUSA	11809 Alabama Hwy 157	Moulton	AL	72	3	27	5	1	107
200224	MGUSA	9260 Highway 119	Alabaster	AL	171	6	67	4	1	250
200228	MGUSA	208 West College Street	Columbiana	AL	103	10	39	4	1	156
200230	MGUSA	11038 Highway 25 P O Box 1224	Calera	AL	41	8	31	4	1	85
200236	MGUSA	24571 Us Highway 31	Jemison	AL	63	12	29	5	1	110
200238	MGUSA	674 Clanton Market Place	Clanton	AL	116	8	28	4	1	157
200241	MGUSA	2555 Highway 78 East	Jasper	AL	146	5	37	56	1	244
200247	MGUSA	28861 Highway 5	Woodstock	AL	49	6	29	3	1	87
200255	MGUSA	557 North Main Street	Cedartown	GA	164	4	40	7	1	216
200257	MGUSA	604 Highway 278 East	Amory	MS	-	15	29	24	1	68
200259	MGUSA	609 East College St	Lineville	AL	26	2	28	3	1	60
200261	MGUSA	207 James Payton Boulevard	Sylacauga	AL	93	11	37	4	1	145
200262	MGUSA	4209 E University Blvd	Tuscaloosa	AL	191	12	45	4	1	252
200289	MGUSA	1850 Route C Unit B	Jefferson City	MO	136	9	23	4	1	173
200329	MGUSA	333 Hwy 12 East	Kosciusko	MS	79	7	22	4	1	113
200346	MGUSA	831 West Main Street	Spindale	NC	175	8	36	2	1	222
200354	MGUSA	217 N Waukesha St	Bonifay	FL	64	11	36	4	1	116
200383	MGUSA	403 Furys Ferry Rd	Martinez	GA	208	8	33	4	1	253
200386	MGUSA	1202 North Pine Street	Florence	AL	115	12	30	5	1	161
200388	MGUSA	305 W Belmont Dr	Calhoun	GA	124	3	50	5	1	183
200394	MGUSA	613 Bear Creek Rd	Tuscaloosa	AL	204	6	42	5	1	257
200406	MGUSA	186 Cannon Bridge	Cornelia	GA	210	5	43	3	1	261
200407	MGUSA	777 Us Highway 431	Boaz	AL	164	12	53	6	1	235
200434	MGUSA	200 N 15Th	Corsicana	TX	72	6	43	5	1	128
200436	MGUSA	406 East Main St	Atlanta	TX	41	2	26	4	1	74
200438	MGUSA	Hwy 79 Buffalo Shopping Cntr	Buffalo	TX	16	8	24	5	1	53
200439	MGUSA	1409 West Panola Street	Carthage	TX	167	14	27	5	1	213
200441	MGUSA	905 E Broadway	Gladewater	TX	160	10	23	6	1	200
200442	MGUSA	370 S Covington	Hillsboro	TX	119	9	47	6	1	183
200445	MGUSA	6450 S State Hwy 37	Mineola	TX	127	7	26	4	1	165
200446	MGUSA	121 West Main Street	Gun Barrel City	TX	169	13	46	8	1	236
200449	MGUSA	1220 S Colorado	Lockhart	TX	129	8	40	7	1	184
200453	MGUSA	609 East Hondo Street	Devine	TX	98	15	32	7	1	153
200454	MGUSA	935 10Th Street	Floresville	TX	127	15	34	8	1	185
200461	MGUSA	308 Hwy 35 Bypass	Port Lavaca	TX	99	24	59	5	1	187
200475	MGUSA	1703 19Th Street	Hondo	TX	115	12	30	5	1	162
200489	MGUSA	Nw 3435 Pine Ave Ste 101	Ocala	FL	205	4	44	2	1	255
200504	MGUSA	3400 Calumet Avenue	Valparaiso	IN	351	45	42	3	1	442
200511	MGUSA	1671 Morthland Drive	Valparaiso	IN	91	3	22	3	1	119
200517	MGUSA	1621 S Woodland Ave	Michigan City	IN	91	16	58	3	1	168
200533	MGUSA	1545 Us 19 South	Leesburg	GA	120	5	31	3	1	159
200534	MGUSA	760 Brindlee Mountain Pkwy	Arab	AL	104	14	50	5	1	174
200543	MGUSA	2098 East Main Street	Duncan	SC	155	4	25	3	1	188
200553	MGUSA	220 Cook St	Abingdon	VA	192	15	37	5	1	250
200554	MGUSA	4033 Collegiate Ave	Bluefield	VA	189	36	35	8	1	270
200558	MGUSA	1139 Plaza Drive	Grundy	VA	58	2	25	6	1	91
200562	MGUSA	665 East Main St	Lebanon	VA	132	2	25	9	1	169
200564	MGUSA	2510 S Front St	Richlands	VA	182	8	39	7	1	236
200567	MGUSA	1207 Highland Ave	Carrollton	KY	112	6	24	3	1	146
200568	MGUSA	118 S Main St	Dry Ridge	KY	178	6	68	4	1	256
200602	MGUSA	36 North Lewis Street	Metter	GA	57	4	38	4	1	104
200605	MGUSA	611 W Poplar St	Elizabethtown	KY	203	12	38	2	1	257

200609	MGUSA	1985 Brownsboro Rd	Louisville	KY	124	10	31	2	1	168
200610	MGUSA	1761 Elizabethtown Road	Leitchfield	KY	116	7	27	3	1	153
200611	MGUSA	187 Boone Station Rd	Shelbyville	KY	195	6	31	6	1	239
200617	MGUSA	159 Marketplace Dr	North Augusta	SC	142	11	29	1	1	183
200625	MGUSA	2220 South Ferdon Blvd	Crestview	FL	230	10	48	5	1	295
200634	MGUSA	611 W Hill Street	Ellisville	MS	77	5	29	6	1	118
200636	MGUSA	17960 Us 431	Headland	AL	44	8	37	4	1	94
200637	MGUSA	123 Walter Payton Dr	Columbia	MS	138	3	34	8	1	184
200642	MGUSA	3358 Cloverdale Road	Florence	AL	132	5	29	4	1	171
200643	MGUSA	1911 Boone Village Center	Boonville	MO	64	9	30	0	1	104
200644	MGUSA	1021 West Buchanan	California	MO	36	12	33	3	1	86
200647	MGUSA	1404 Odell Street	Marshall	MO	129	7	28	4	1	169
200648	MGUSA	801 E South St	Richmond	MO	103	8	25	6	1	141
200650	MGUSA	707 E Broadway	Sedalia	MO	90	(1)	24	3	1	117
200654	MGUSA	3920 S Suncoast Blvd	Homosassa	FL	131	8	34	9	1	183
200655	MGUSA	729 S Battlefield Blvd	Chesapeake	VA	211	1	35	6	1	253
200657	MGUSA	12290 Us Hwy 231431 N	Meridianville	AL	161	14	27	4	1	207
200658	MGUSA	3953 Us Hwy 80 East	Phenix City	AL	181	5	38	8	1	233
200663	MGUSA	170 Delco Plaza	Winchester	VA	194	3	24	6	1	228
200666	MGUSA	4131 Plank Road	Fredericksburg	VA	305	19	36	2	1	364
200679	MGUSA	5298 Oaklawn Blvd	Hopewell	VA	214	10	37	6	1	268
200693	MGUSA	Highway 190 West	Onalaska	TX	72	6	29	4	1	111
200698	MGUSA	2301 N Main Street	Liberty	TX	162	2	26	7	1	198
200699	MGUSA	1934 Hwy 190 West	Livingston	TX	83	3	23	4	1	113
200700	MGUSA	519 Hwy 69 North	Huntington	TX	53	3	28	6	1	91
200703	MGUSA	1313 N Main St	Rusk	TX	67	9	43	6	1	125
200705	MGUSA	601 Highway 110 N Ste G	Whitehouse	TX	186	1	58	6	1	252
200706	MGUSA	502 East Goode Suite D P O	Quitman	TX	39	6	26	4	1	76
200710	MGUSA	602 S Washington	Livingston	TX	124	1	33	7	1	165
200729	MGUSA	287 North Ron McNair Blvd	Lake City	SC	117	3	32	6	1	159
200730	MGUSA	120 15401 Bypass East Suite	Bennettsville	SC	143	3	29	3	1	178
200757	MGUSA	4030 W Main Street	Dothan	AL	239	7	50	7	1	304
200762	MGUSA	757 Michigan St	Waterville	OH	99	2	29	(0)	1	131
200765	MGUSA	1602 East Forsyth St	Americus	GA	137	2	36	5	1	181
200767	MGUSA	504 G I Maddox Pkwy	Chatsworth	GA	120	3	37	3	1	164
200768	MGUSA	2240 West Us Highway 90	Lake City	FL	262	10	38	5	1	315
200770	MGUSA	4104 Windsor Spring Rd	Hephzibah	GA	161	6	38	3	1	208
200775	MGUSA	11312 Highway 49	Gulfport	MS	152	17	59	11	1	240
200794	MGUSA	2803 Wrightsboro Rd	Augusta	GA	139	3	35	3	1	181
200802	MGUSA	403 South Columbia Avenue	Rincon	GA	223	9	63	8	1	304
200808	MGUSA	280 S Locust Ave	Oxford	OH	169	4	37	(0)	1	210
200810	MGUSA	13474 Benns Church Blvd	Smithfield	VA	244	3	26	15	1	289
200826	MGUSA	16258 West Main	Cut Off	LA	89	3	30	11	1	133
200829	MGUSA	6402 Hwy 182 East	Morgan City	LA	179	17	31	8	1	236
200835	MGUSA	935 Fairystone Park Hwy	Stanleytown	VA	83	7	29	3	1	123
200839	MGUSA	P O Box 8035	Clarksville	VA	87	6	30	2	1	125
200843	MGUSA	51 S Airport Drive	Highland Springs	VA	247	28	41	1	1	318
200865	MGUSA	46 Bangor Street	Augusta	ME	180	5	10	5	1	201
200871	MGUSA	101 Main Street	Winthrop	ME	128	4	38	3	1	174
200872	MGUSA	35 Scammon Street	Saco	ME	284	18	60	4	1	366
200881	MGUSA	15F Starret Drive	Belfast	ME	215	5	33	3	1	257
200888	MGUSA	148 Main Street	South Paris	ME	86	3	38	6	1	134
200894	MGUSA	482 Stillwater Ave	Old Town	ME	198	9	67	9	1	283
200896	MGUSA	139 High Street	Ellsworth	ME	261	12	72	11	1	357
200897	MGUSA	733 Main Street	Presque Isle	ME	170	1	36	5	1	213
200916	MGUSA	7415 Goodman Rd	Olive Branch	MS	222	20	28	6	1	277
200917	MGUSA	1525 Cleveland Highway	Dalton	GA	150	3	33	5	1	191
200926	MGUSA	520 Highway 76	White House	TN	196	4	28	4	1	233
200927	MGUSA	615 10Th Street	Dewitt	IA	71	7	23	0	1	102
200931	MGUSA	305 East Highway 151	Platteville	WI	118	4	25	4	1	153
200937	MGUSA	100 West 8Th Street	Monroe	WI	172	6	35	5	1	220
200946	MGUSA	906 Us Highway 12 Suite 104	Baraboo	WI	154	4	24	5	1	188
200954	MGUSA	825 Lexington Blvd	Fort Atkinson	WI	172	6	32	4	1	214
200959	MGUSA	224 W Mccoy Blvd	Tomah	WI	144	7	29	5	1	186
200962	MGUSA	425 Southtowne Dr	Belvidere	IL	204	10	35	0	1	250
200974	MGUSA	1338 Winchester Rd	Huntsville	AL	99	9	26	7	1	142
200983	MGUSA	4446 W 7Th St	Texarkana	TX	144	8	24	5	1	181
200990	MGUSA	2202 N Young Blvd	Chiefland	FL	150	9	43	4	1	207
200992	MGUSA	E 511 Highway 199	Springtown	TX	201	15	51	9	1	277
201004	MGUSA	251 Highway 51 North	Brookhaven	MS	161	5	37	5	1	209
201005	MGUSA	19850 Alberta Avenue	Oneida	TN	86	8	23	3	1	120
201007	MGUSA	1415 Tahoka Rd	Brownfield	TX	68	4	33	5	1	111
201011	MGUSA	1550 North Bridge Street	Elkin	NC	136	3	26	2	1	169
201012	MGUSA	8940 Ohio River Rd	Wheelerburg	OH	135	3	22	(0)	1	161
201013	MGUSA	1104 Highway 16 South	Graham	TX	93	4	51	5	1	155

201019	MGUSA	307 2Nd Street	Pleasanton	TX	107	18	54	6	1	187
201020	MGUSA	304 S Broadway Suite E	Portland	TN	134	5	40	4	1	183
201023	MGUSA	404 Highway 42	Petal	MS	130	6	35	8	1	180
201025	MGUSA	1048 South Main Street	Elli Jay	GA	72	13	41	2	1	129
201034	MGUSA	6707 U S Highway 431	Owens Cross Roads	AL	178	14	46	6	1	244
201035	MGUSA	1742 First Street	Kennett	MO	118	4	24	6	1	152
201036	MGUSA	1063 Us Hwy 271 N	Gilmer	TX	71	3	20	5	1	100
201041	MGUSA	126 Cedar Grove Road	Ruckersville	VA	160	12	43	3	1	219
201042	MGUSA	828 S Jefferson St	Perry	FL	185	12	40	6	1	245
201043	MGUSA	706 South Pennsylvania Avenue	Wellston	OH	98	3	31	0	1	133
201046	MGUSA	1117 Sextonville Road	Richland Center	WI	140	5	32	4	1	182
201050	MGUSA	102 Northwest Plaza Ste 1	Senatobia	MS	136	1	29	7	1	174
201051	MGUSA	60 Forest Park Plaza	Brazil	IN	135	7	29	4	1	177
201052	MGUSA	715 South Davis St	Nashville	GA	100	6	32	4	1	143
201055	MGUSA	11150 N Williams Street	Dunnellon	FL	213	5	37	5	1	261
201057	MGUSA	61 Bell Boulevard	Lehigh Acres	FL	167	10	33	5	1	216
201060	MGUSA	234 Hwy 6 West	Batesville	MS	47	6	43	5	1	102
201065	MGUSA	10394 Diberville Blvd	D'Lberville	MS	178	5	40	5	1	229
201067	MGUSA	2239 Fairview Blvd West	Fairview	TN	152	12	32	3	1	200
201071	MGUSA	929 Ohio Avenue	Live Oak	FL	176	3	36	6	1	222
201072	MGUSA	1305 N Washington Street	Chillicothe	MO	136	6	28	6	1	177
201073	MGUSA	1103 Highway 72	Killen	AL	121	9	33	3	1	167
201074	MGUSA	1313 N Walnut St	Cameron	MO	132	8	26	2	1	169
201077	MGUSA	1855 South Springfield Road	Bolivar	MO	133	13	23	4	1	173
201078	MGUSA	311 Westside Drive	Durant	OK	152	6	32	6	1	196
201083	MGUSA	208 Red River Expressway Nort	Burkburnett	TX	103	5	27	4	1	139
201084	MGUSA	100 Chelsea Corners Way	Chelsea	AL	108	7	31	4	1	151
201085	MGUSA	3326 Front Street	Winnsboro	LA	115	21	29	5	1	170
201087	MGUSA	1701 Prospect Drive	Macon	MO	147	7	19	4	1	177
201088	MGUSA	1313 S Adams Street	Fulton	MS	153	4	30	6	1	194
201095	MGUSA	1898 Declaration Drive	Independence	KY	144	5	30	4	1	183
201096	MGUSA	802 S Elliott	Aurora	MO	144	11	33	6	1	194
201101	MGUSA	519 South Main Street	Swainsboro	GA	142	3	29	4	1	178
201102	MGUSA	Po Box 639 125 West Brazel	Reidsville	GA	123	11	34	4	1	172
201103	MGUSA	199 Main St	Lancaster	NH	112	3	25	-	1	142
201109	MGUSA	2015 Jefferson St	Perryville	MO	145	17	34	4	1	200
201111	MGUSA	139 North Street	Houlton	ME	113	5	30	6	1	155
201114	MGUSA	11 Shapleigh Road	Kittery	ME	104	3	31	8	1	147
201115	MGUSA	214 Duval Street	Claxton	GA	113	5	30	3	1	153
201116	MGUSA	3621 Lecanto Highway	Beverly Hills	FL	134	6	34	9	1	184
201117	MGUSA	928 Furman Drive	Waupaca	WI	179	6	28	5	1	219
201118	MGUSA	2020 16Th Avenue	Haleyville	AL	97	17	30	3	1	148
201120	MGUSA	48 John Stark Highway	Newport	NH	105	6	38	-	1	150
201125	MGUSA	10592 Dunbarton Blvd	Barnwell	SC	122	10	31	2	1	166
201126	MGUSA	26453 Main Street	Ardmore	TN	60	3	35	3	1	101
201130	MGUSA	209 Florence Road	Savannah	TN	154	13	36	2	1	206
201131	MGUSA	790 Highway 51 N	Ripley	TN	114	17	33	2	1	167
201135	MGUSA	700 11Th Street Southwest	Spencer	IA	196	5	23	0	1	225
201141	MGUSA	3374 Railroad Avenue	Bamberg	SC	92	6	26	4	1	129
201142	MGUSA	590 Hwy 60 East	Republic	MO	145	6	31	5	1	188
201144	MGUSA	1003 Sidney E Manning Blvd	Flomaton	AL	99	13	38	5	1	155
201153	MGUSA	1029 West Highway 80	Pooler	GA	138	8	32	4	1	182
201160	MGUSA	1627 S 4Th Street	Chickasha	OK	165	7	21	4	1	197
201161	MGUSA	919 Hillcrest Drive	Vernon	TX	136	5	39	9	1	190
201162	MGUSA	5189 Murfreesboro Road	La Vergne	TN	165	10	32	4	1	212
201167	MGUSA	2713 Se Highway #70	Arcadia	FL	236	3	37	7	1	284
201169	MGUSA	61 South Lee Street	Labelle	FL	201	11	48	6	1	266
201172	MGUSA	1751 Ne Pine Island Road Su	Cape Coral	FL	267	6	30	4	1	307
201181	MGUSA	137 Federal Street	Greenfield	MA	262	5	53	1	1	321
201188	MGUSA	729 Bethel Street	Clover	SC	129	5	24	3	1	162
201192	MGUSA	116 North Main St	Glennville	GA	126	8	37	4	1	175
201195	MGUSA	316 16Th Ave East	Cordele	GA	130	4	26	5	1	165
201196	MGUSA	932 Indian Mound Drive	Mount Sterling	KY	179	6	25	3	1	214
201197	MGUSA	1783 E Hwy 163	Clinton	IN	101	7	27	1	1	137
201199	MGUSA	906 E Washington St	Idabel	OK	165	10	20	5	1	200
201200	MGUSA	7423 Adairsville Highway	Adairsville	GA	160	9	32	3	1	205
201201	MGUSA	1223 Northwest Us Hwy 17 North	Darien	GA	70	12	29	3	1	115
201205	MGUSA	1053 Franklin St	Royston	GA	100	7	32	3	1	142
201206	MGUSA	4464 Lafayette Street	Marianna	FL	127	10	57	4	1	200
201207	MGUSA	12284 Augusta Road	Lavonia	GA	59	7	33	3	1	103
201210	MGUSA	628 S Big A Road	Toccoa	GA	178	5	55	5	1	244
201217	MGUSA	1361 Washington Street	Jefferson	GA	85	6	28	3	1	124
201218	MGUSA	505 Ne Dykes Street	Cochran	GA	82	7	41	4	1	134
201221	MGUSA	417 South Washington Avenue	Mansfield	LA	156	9	22	6	1	194
201223	MGUSA	1505 Santa Fe Avenue	Chanute	KS	56	25	30	1	1	113

201228	MGUSA	481 Main St	Rainsville	AL	84	11	33	4	1	133
201239	MGUSA	704D Canton Road Nw	Carrollton	OH	137	1	27	(0)	1	165
201243	MGUSA	5060 Wrightsboro Road	Grovetown	GA	159	5	36	4	1	203
201246	MGUSA	855 Highway 60	Monett	MO	131	8	28	5	1	173
201247	MGUSA	808 Rogers Street	Clarksville	AR	154	19	34	1	1	208
201252	MGUSA	407 E Main Street	Weatherford	OK	144	7	29	4	1	185
201255	MGUSA	207 East King Street	Kings Mountain	NC	137	10	33	2	1	183
201258	MGUSA	254 South Service Road East	Sullivan	MO	143	5	29	5	1	183
201259	MGUSA	1402 West Grant Avenue Ste A	Pauls Valley	OK	171	12	33	5	1	221
201262	MGUSA	2525 Milt Phillips Avenue	Seminole	OK	172	1	32	5	1	212
201270	MGUSA	1225 South Main Street	Poplarville	MS	68	6	26	7	1	108
201276	MGUSA	1031 West Second Street	Portales	NM	142	2	24	2	1	172
201277	MGUSA	1451 Gibson Avenue	West Plains	MO	149	6	25	7	1	187
201278	MGUSA	901 Business Highway 60 West	Dexter	MO	127	10	27	4	1	168
201279	MGUSA	1010 West North Ave	Flora	IL	82	9	28	-	1	120
201282	MGUSA	915 W Washington	Marshfield	MO	139	11	25	1	1	177
201285	MGUSA	15551 Nw Us Highway 441	Alachua	FL	75	2	26	3	1	106
201287	MGUSA	796 Meadow Street	Littleton	NH	138	3	34	-	1	176
201289	MGUSA	1315 Sunset Avenue	Clinton	NC	203	7	29	3	1	243
201292	MGUSA	609 North Main Street	Andrews	TX	174	15	41	5	1	236
201294	MGUSA	128 Hwy 641	Camden	TN	89	4	33	2	1	129
201298	MGUSA	19 West Avenue D	Lovington	NM	155	8	24	3	1	190
201299	MGUSA	621 Hwy 87 South	Dalhart	TX	122	7	26	5	1	161
201303	MGUSA	503 Collin Ray Drive	De Queen	AR	138	13	24	1	1	177
201312	MGUSA	1912 North Main Street	Miami	OK	174	11	30	7	1	223
201313	MGUSA	1520 S W First Street	Wagoner	OK	155	11	33	4	1	203
201316	MGUSA	1512 Hwy 67 South	Pocahontas	AR	135	2	31	2	1	171
201317	MGUSA	111 Whitley Avenue	Henderson	TN	150	10	32	3	1	196
201318	MGUSA	2023 Rock Road Plaza	Desoto	MO	154	5	22	8	1	189
201323	MGUSA	1625 North Morley Street	Moberly	MO	163	5	28	6	1	202
201327	MGUSA	3608 West Main St	Erin	TN	128	7	36	3	1	175
201331	MGUSA	3504 Hwy 84	Blackshear	GA	160	7	32	4	1	203
201332	MGUSA	803 South Pierce Street	Alma	GA	90	6	32	5	1	134
201335	MGUSA	813 2Nd Street	Folkston	GA	39	8	30	4	1	82
201338	MGUSA	1026 Wall Street	Summersville	WV	123	6	24	3	1	155
201342	MGUSA	N 13620 43 Hwy Ste 2	Northport	AL	145	12	40	3	1	201
201343	MGUSA	2703 Vine Street	Hays	KS	217	7	23	1	1	249
201344	MGUSA	1100 N Hwy 25	Heber Springs	AR	156	2	27	1	1	187
201345	MGUSA	2120 North Broadway	Poteau	OK	163	5	33	6	1	208
201347	MGUSA	11 Pleasant Street	Berlin	NH	193	8	45	-	1	247
201348	MGUSA	103 W Gibson Street	Jasper	TX	159	12	31	5	1	207
201349	MGUSA	651 North Union Street	Mauston	WI	123	4	21	5	1	155
201356	MGUSA	608 W Delaware Street	Fairfield	IL	48	20	39	1	1	108
201357	MGUSA	1340 Illinois Hwy 1 Suite D	Carmi	IL	166	23	47	1	1	238
201358	MGUSA	S 12 Commercial Street	Harrisburg	IL	92	22	59	1	1	175
201359	MGUSA	216 West Main Street	West Frankfort	IL	104	36	48	1	1	189
201361	MGUSA	1361 North Market Street	Sparta	IL	162	15	42	1	1	220
201362	MGUSA	340 Campbellsville Bypass	Campbellsville	KY	126	3	28	1	1	159
201365	MGUSA	500 Hwy 463 North	Trumann	AR	130	4	28	1	1	163
201366	MGUSA	512 West Marion Avenue	Crystal Springs	MS	133	1	30	5	1	170
201367	MGUSA	314 West 4Th Street	Dequincy	LA	99	2	30	5	1	137
201370	MGUSA	1600 North Falls Blvd	Wynne	AR	134	14	30	3	1	182
201380	MGUSA	1322 E Milam St	Mexia	TX	162	15	32	5	1	214
201387	MGUSA	724 N Jeffery Blvd	Walterboro	SC	153	5	32	3	1	194
201388	MGUSA	413 South 10Th St	Atchison	KS	175	7	21	1	1	205
201393	MGUSA	591 West Church St	Lexington	TN	123	9	29	3	1	164
201395	MGUSA	902 E West Pierce	Carlsbad	NM	188	1	16	2	1	207
201398	MGUSA	1414 West Broadway	Princeton	IN	137	15	45	4	1	201
201399	MGUSA	1207 W Chicago Blvd	Tecumseh	MI	193	4	27	7	1	231
201409	MGUSA	14241 Airport Highway #1	Swanton	OH	122	14	38	(0)	1	174
201416	MGUSA	1240 North Shoop Ave	Wauseon	OH	135	16	37	(0)	1	188
201421	MGUSA	1505 West Main St	Artesia	NM	190	5	28	3	1	227
201424	MGUSA	5404 Highway 136	Trenton	GA	138	20	63	3	1	224
201432	MGUSA	1479 Fox Run Pkwy	Opelika	AL	189	17	44	21	1	271
201433	MGUSA	1499 South College St	Auburn	AL	234	4	40	20	1	298
201435	MGUSA	641 South Main Street	Cleveland	GA	151	5	28	4	1	190
201440	MGUSA	352 Old Gallatin Road	Scottsville	KY	121	3	29	3	1	157
201442	MGUSA	3004 Williams Avenue	Woodward	OK	133	9	33	4	1	180
201444	MGUSA	1206 S Neosha Blvd	Neosho	MO	135	20	29	7	1	193
201446	MGUSA	60 Plaza Drive	Sainte Genevieve	MO	92	5	23	6	1	126
201447	MGUSA	1019 South Cedar Street	Pecos	TX	94	20	42	8	1	164
201457	MGUSA	628 Sudderth	Ruidoso	NM	136	5	32	3	1	175
201459	MGUSA	628A North Riverside	Espanola	NM	206	15	26	2	1	250
201460	MGUSA	2041 Hwy 45 South	Trenton	TN	124	20	44	2	1	191
201462	MGUSA	1745 Southgate Parkway	Cambridge	OH	95	3	24	(0)	1	122

201471	MGUSA	6961 Us Hwy 431	Albertville	AL	164	4	34	6	1	209
201474	MGUSA	112 Cyril Circle	Lebanon	KY	186	9	43	2	1	241
201476	MGUSA	1244 Anderson Crossing Drive	Lawrenceburg	KY	185	5	36	5	1	232
201477	MGUSA	779 South Main St	Morgantown	KY	105	6	54	3	1	168
201478	MGUSA	640 River Ridge Plaza	Brandenburg	KY	182	4	27	4	1	218
201479	MGUSA	517 Old Highway 60	Hardinsburg	KY	85	9	33	2	1	129
201480	MGUSA	805 South Main Street	Salem	IN	171	8	48	2	1	230
201482	MGUSA	998 Chambers Blvd	Bardstown	KY	127	9	32	4	1	173
201483	MGUSA	948 West Main St	Boonville	IN	101	56	42	5	1	204
201484	MGUSA	35 East State Road 66	Tell City	IN	119	18	54	4	1	195
201487	MGUSA	503 Memorial Drive	Waycross	GA	164	12	48	6	1	230
201489	MGUSA	75 Poplar Springs Road	Ringgold	GA	127	3	24	3	1	158
201492	MGUSA	534 E Main Street	Jackson	OH	110	3	28	(0)	1	142
201501	MGUSA	701 Us Highway 60 E	Morganfield	KY	117	11	54	7	1	191
201508	MGUSA	802 West Rogers	Skiatook	OK	111	4	21	3	1	140
201517	MGUSA	370 East Broad Street	Pataskala	OH	155	12	30	(0)	1	197
201518	MGUSA	515 South Centerville Road	Sturgis	MI	130	5	33	8	1	176
201519	MGUSA	12906 St Rt 664 South	Logan	OH	104	8	25	(0)	1	137
201523	MGUSA	601 Dewey St, Ste 3	North Platte	NE	121	11	29	0	2	163
201525	MGUSA	326 W 27Th St Ste A	Scottsbluff	NE	123	2	25	1	1	151
201533	MGUSA	1006 W Main St	Walnut Ridge	AR	80	12	33	1	1	127
201534	MGUSA	8420 Dollarway Road	White Hall	AR	144	13	28	1	1	187
201536	MGUSA	2609 Crawfordville Highway	Crawfordville	FL	124	7	35	5	1	172
201537	MGUSA	342 Blue Ridge Street	Blairsville	GA	112	4	39	2	1	158
201538	MGUSA	122 Nick Savas Avenue	Logan	WV	166	5	24	14	1	209
201554	MGUSA	4915F Rich Tapp Highway	Aylett	VA	108	2	18	7	1	136
201555	MGUSA	17495 Jefferson Davis Highway	Rutherford Glen	VA	103	9	25	6	1	143
201557	MGUSA	8145 Kings Highway	King George	VA	113	9	34	1	1	158
201573	MGUSA	769 Carroll Street	New Lexington	OH	125	1	22	(0)	1	149
201574	MGUSA	4043 Central Ave	Hot Springs	AR	164	3	31	1	1	201
201575	MGUSA	100 Walmart Drive	Morrilton	AR	132	11	24	2	1	169
201578	MGUSA	230 W 10Th Avenue	Milan	IL	125	11	29	-	1	166
201585	MGUSA	109 Plaza Road	Cabot	AR	99	14	37	3	1	153
201587	MGUSA	114 S Broadview	Greenbrier	AR	72	4	23	2	1	102
201588	MGUSA	1739 Airport Road	Hot Springs	AR	66	17	28	1	1	113
201589	MGUSA	1607 Albert Pike Road	Hot Springs	AR	218	7	27	2	1	255
201591	MGUSA	821 Hogan Road	Conway	AR	178	9	29	2	1	219
201595	MGUSA	319 S Main Suite 1	Rogersville	MO	52	5	14	1	1	73
201600	MGUSA	698 North 6Th Street	Blytheville	AR	131	12	29	4	1	176
201604	MGUSA	826 North State Highway 5	Camdenton	MO	87	15	24	3	1	131
201606	MGUSA	N 100 4Th Street	Cabot	AR	136	4	33	4	1	177
201609	MGUSA	108 Highway 71 North	Alma	AR	148	1	21	1	1	172
201611	MGUSA	1313A Highway 6265 North	Harrison	AR	158	3	35	1	1	198
201614	MGUSA	903 Dewitt Henry Drive	Beebe	AR	122	6	35	3	1	166
201620	MGUSA	102104 17Th Street	Ozark	AR	24	2	17	1	1	43
201622	MGUSA	2207 W 7Th Street	Joplin	MO	124	17	23	4	1	169
201623	MGUSA	1460 South Madison	Webb City	MO	143	8	26	7	1	185
201624	MGUSA	904 West Montgomery	Willis	TX	177	16	24	7	1	224
201625	MGUSA	1419 State Hwy J	Ozark	MO	154	10	22	4	1	191
201627	MGUSA	106 East 17Th St	Mountain Grove	MO	97	7	29	3	1	136
201660	MGUSA	2409 W Beebe Street	Searcy	AR	84	7	30	2	1	123
201663	MGUSA	990 N Hwy 89 #A Po Box 31	Chino Valley	AZ	140	9	31	3	1	184
201665	MGUSA	1447 7Th Street South	Clanton	AL	102	8	29	4	1	145
201675	MGUSA	76 Madison Ave	Madison	VA	134	14	26	5	1	179
201676	MGUSA	7380 Sr 100 Suite # 18	Keystone Heights	FL	136	2	27	2	1	168
201682	MGUSA	4683 W Richland Plaza	Bloomington	IN	98	3	29	3	1	133
201683	MGUSA	661 W Morgan St	Spencer	IN	67	8	29	4	2	109
201684	MGUSA	1259 A Street Ne	Linton	IN	95	2	27	4	1	129
202004	MGUSA	1798 Market Drive	Stillwater	MN	(81)	62	71	54	1	107
202008	MGUSA	3303 East Sunshine	Springfield	MO	187	6	36	5	1	234
202010	MGUSA	201 North Massey Boulevard	Nixa	MO	219	44	33	6	1	303
202037	MGUSA	14039 Edgewood Drive	Baxter	MN	164	5	29	1	1	200
202080	MGUSA	1565 Nw Louisiana	Chehalis	WA	211	3	18	4	1	237
202084	MGUSA	15 North Highway 101	Warrenton	OR	128	22	14	3	1	167
202111	MGUSA	1202 Hillcrest Parkway	Dublin	GA	208	10	55	9	1	281
202116	MGUSA	2457 33Rd Avenue	Columbus	NE	93	6	22	0	1	123
202120	MGUSA	6050 Rawsonville Road	Belleville	MI	240	13	34	5	1	293
202129	MGUSA	1500 Paul Bunyan Drive Nw	Bemidji	MN	208	13	25	0	1	247
202142	MGUSA	204 S Wilmington Highway	Jacksonville	NC	257	4	52	4	1	318
202143	MGUSA	1000 Henderson Drive	Jacksonville	NC	254	11	37	4	1	307
202148	MGUSA	401 N Main Street	Marion	NC	214	25	39	3	1	282
202158	MGUSA	4433 Mahoning Nw	Warren	OH	85	5	33	(0)	1	124
202160	MGUSA	8015 State Street	Garrettsville	OH	95	7	41	(0)	1	143
202165	MGUSA	15765 State Route 170	Calcutta	OH	129	11	30	(0)	1	171
202169	MGUSA	700 Greene Street	Marietta	OH	258	9	74	(0)	1	342

202183	MGUSA	11 Pelzer Avenue	Williamston	SC	140	9	28	2	1	180
202193	MGUSA	1004 6Th Street	Brookings	SD	139	16	28	-	1	184
202194	MGUSA	1100 Broadway	Yankton	SD	105	3	23	-	1	133
202237	MGUSA	1059 Ironton Hills Drive	Ironton	OH	215	20	66	(0)	1	302
202240	MGUSA	3860 W Chestnut Expressway	Springfield	MO	125	8	21	4	1	159
202244	MGUSA	3099 Breckenridge Lane	Louisville	KY	162	7	42	2	1	214
202255	MGUSA	210 South Main St	Rushville	IN	134	16	51	3	1	206
202257	MGUSA	709 Highlander Point Drive	Floyds Knobs	IN	139	11	30	1	1	182
202260	MGUSA	1012 West Main Street Ste A	Dover Foxcroft	ME	155	5	38	3	1	202
202262	MGUSA	2200 S Main Street	Perryton	TX	129	9	22	5	1	165
202271	MGUSA	910 West Center Street	Greenwood	AR	169	16	18	1	1	206
202272	MGUSA	1025 North 6Th Street	Beatrice	NE	136	6	28	1	1	171
202273	MGUSA	410 2Nd Avenue E	Oneonta	AL	226	5	37	6	1	276
202274	MGUSA	127 Northpoint Drive	Mount Orab	OH	145	2	25	(0)	1	173
202275	MGUSA	West 919 State Street	Trenton	OH	129	5	25	(0)	1	160
202283	MGUSA	2551 Jefferson Davis Highway	Warrenville	SC	135	3	28	2	1	168
202285	MGUSA	3330 Clark Street	Alamosa	CO	179	1	24	2	1	207
202286	MGUSA	1000A Leigh Drive	Anna	IL	123	8	23	-	1	154
202805	MGUSA	101 Cattlemen Drive	Lexington	NE	107	11	21	1	1	140
202814	MGUSA	410 West Third Street	Pembroke	NC	123	5	28	3	1	160
202815	MGUSA	151 West Us Hwy 98	Port Saint Joe	FL	118	6	28	4	1	157
202816	MGUSA	1028 W Main Street	Princeton	KY	137	9	31	2	1	180
202820	MGUSA	841 S Walnut Street	Starke	FL	213	3	43	8	1	268
202821	MGUSA	630 W Main Street	Tilton	NH	174	15	43	-	1	233
202822	MGUSA	1205 Us Highway 231 South	Troy	AL	-	7	62	19	1	89
202829	MGUSA	1105 Gary Blvd	Clinton	OK	112	5	17	2	1	137
202831	MGUSA	642 East State Street	Georgetown	OH	150	5	39	(0)	1	195
202832	MGUSA	691 West Plane Street	Bethel	OH	73	9	37	(0)	1	120
202838	MGUSA	34 Southtowne Shopping Center	Duquoin	IL	159	17	35	1	1	213
202839	MGUSA	235 South Burlington	Hastings	NE	124	5	19	0	1	149
202840	MGUSA	1560 North Main Street	Beaver Dam	KY	122	11	27	2	1	163
202841	MGUSA	2 West Piedmont Street	Keyser	WV	172	3	27	13	1	215
202842	MGUSA	304 North Key Ave	Lampasas	TX	137	4	33	6	1	181
202846	MGUSA	563 North Main Street	Hiawassee	GA	126	2	26	2	1	157
202847	MGUSA	2110 Highway 180 East	Silver City	NM	159	6	29	2	1	196
202851	MGUSA	1393 Boardman Canfield Road	Boardman	OH	122	8	25	(0)	1	155
202857	MGUSA	490 Union Street	Pringle	PA	149	2	36	2	1	189
202861	MGUSA	Rte 590	Hamlin	PA	136	9	33	0	1	178
202862	MGUSA	2062 Lycoming Creek Road	Williamsport	PA	102	4	23	1	1	130
202864	MGUSA	300 W Walnut Street	Shamokin	PA	150	40	34	2	1	226
202868	MGUSA	Route 309 Crestwood Plaza	Mountain Top	PA	133	11	40	-	1	184
202870	MGUSA	Route 309	Dallas	PA	183	7	38	-	1	228
202877	MGUSA	1511 South 4Th Street	Nashville	AR	117	22	30	1	1	171
202880	MGUSA	10102 U South Main Street	Archdale	NC	144	5	23	2	1	174
202885	MGUSA	575 Morgantown Street	Uniontown	PA	174	7	36	0	1	218
202886	MGUSA	2014 Hwy 45 North	Meridian	MS	66	3	24	8	1	101
202888	MGUSA	542 Archusa	Quitman	MS	27	3	17	3	1	51
202891	MGUSA	665 South Main St	Sparta	NC	64	5	22	2	1	93
202894	MGUSA	701 E Parrish Drive	Benson	NC	96	18	48	6	1	170
202895	MGUSA	1121 West Broad Street	Dunn	NC	96	27	32	2	1	157
202906	MGUSA	124 Route 1	Bucksport	ME	153	5	29	3	1	191
202908	MGUSA	2380 West 8Th Avenue	Plattsmouth	NE	65	2	22	1	1	91
202909	MGUSA	340 28Th St	Bellaire	OH	100	1	23	(0)	1	124
202911	MGUSA	102 Blossom Center Blvd	Willard	OH	71	3	26	(0)	1	101
202917	MGUSA	225 North State Road 2	New Martinsville	WV	90	4	37	7	1	139
202918	MGUSA	1261 E Canal St	Nelsonville	OH	53	6	24	(0)	1	84
202921	MGUSA	520 South Hill Street	Globe	AZ	172	12	31	4	1	219
202924	MGUSA	633 South Park Plaza	Broken Bow	OK	137	16	20	5	1	179
202931	MGUSA	370B Bridge Street	Clarkston	WA	148	2	28	5	1	185
202936	MGUSA	E 8566 Washington Street	Chagrin Falls	OH	198	5	32	(0)	1	236
202943	MGUSA	130 Stone Street	Morehead	KY	142	8	22	3	1	176
202946	MGUSA	6056 S State Route 48	Maineville	OH	170	11	32	(0)	1	213
202952	MGUSA	1149 Ashville Hwy	Inman	SC	156	14	23	2	1	195
202967	MGUSA	514 South Alabama Avenue	Chesnee	SC	224	5	24	4	1	257
202968	MGUSA	305 North Main Street	Woodruff	SC	159	13	27	5	1	204
202970	MGUSA	451 N White Mountain Road	Show Low	AZ	175	16	40	2	1	233
202972	MGUSA	119 Veterans Drive North	Huntingdon	TN	151	8	27	2	1	190
202975	MGUSA	116117 Geneva Square	Lake Geneva	WI	149	10	25	4	1	189
202982	MGUSA	812 "A" Avenue West	Oskaloosa	IA	220	40	31	0	1	291
202986	MGUSA	1739 West Cherry Lane	Meridian	ID	150	11	17	4	1	182
202987	MGUSA	1404 S Blaine Street	Moscow	ID	153	8	29	6	1	197
202998	MGUSA	2640 East 32Nd Street	Joplin	MO	110	7	26	4	1	148
203002	MGUSA	1440 Highway 95A North	Fernley	NV	199	2	28	2	1	232
203003	MGUSA	228 West Murrell Street	Lakeland	GA	-	21	29	10	1	61
203013	MGUSA	4760 Eastern Valley Road	Mccalla	AL	139	5	30	7	1	182

203015	MGUSA	60 North Bridge Street	Chillicothe	OH	143	1	23	(0)	1	169
203016	MGUSA	920 West American Boulevard	Muleshoe	TX	-	13	18	15	1	46
203018	MGUSA	545 South State Street	Sparta	MI	181	8	28	5	1	223
203020	MGUSA	932 West Trimble Ave	Berryville	AR	160	2	22	2	1	188
203021	MGUSA	1725 Reed Road	Leland	NC	93	9	26	2	1	130
203023	MGUSA	6101 Castle Hayne Road Ste 7	Castle Hayne	NC	91	4	27	1	1	124
203025	MGUSA	151 South Main Street	Cedar Springs	MI	178	7	32	5	1	223
203027	MGUSA	907 Mississippi Drive	Waynesboro	MS	-	10	28	20	1	58
203028	MGUSA	1701 Us Highway 412 West	Siloam Springs	AR	179	7	25	4	1	214
203034	MGUSA	100 Country Center Drive	Pagosa Springs	CO	167	10	20	1	1	199
203037	MGUSA	3231 Martha Berry Highway	Rome	GA	105	2	32	4	1	144
203039	MGUSA	1685 American Legion Blvd	Mountain Home	ID	158	13	20	8	1	200
203040	MGUSA	755 Highway 96 South	Silsbee	TX	129	4	20	3	1	157
203042	MGUSA	4924 West Us 10	Ludington	MI	117	3	24	4	1	148
203044	MGUSA	690 Cash Road Sw	Camden	AR	137	7	31	1	1	176
203046	MGUSA	4165 Bemiss Road	Valdosta	GA	133	6	25	5	1	170
203048	MGUSA	1136 West Randall Road	Coopersville	MI	145	2	27	5	1	180
203056	MGUSA	11231 A Highway 63 South	Lucedale	MS	129	9	32	12	1	182
203057	MGUSA	West 1965 Main Street	Lowell	MI	216	6	36	4	1	263
203059	MGUSA	1381 Leesburg Avenue	Washington Court Hou	OH	171	4	24	(0)	1	200
203060	MGUSA	Highway 45	Milan	TN	146	6	23	3	1	180
203062	MGUSA	661 North Main Street	Russellville	KY	137	8	29	2	1	177
203069	MGUSA	101 North Sherman Street	Alegan	MI	204	5	22	6	1	238
203075	MGUSA	200 A West 92 Highway	Kearney	MO	123	4	38	2	1	167
203081	MGUSA	385 S 16Th Street	Payette	ID	147	8	17	9	1	181
203082	MGUSA	340 West Church Street	Jasper	GA	171	0	44	4	1	220
203083	MGUSA	5480 E Memorial Blvd	Saint George	SC	-	8	28	15	1	53
203087	MGUSA	400 North Church Street	Swansea	SC	-	4	34	12	1	50
203090	MGUSA	43 Morgan Square	Berkeley Springs	WV	143	4	32	5	1	185
203091	MGUSA	160 E Dallas Rd	Stanley	NC	135	9	21	3	1	169
203097	MGUSA	610 North 5Th Avenue	Sandpoint	ID	118	50	37	6	1	212
203102	MGUSA	8410 South Main Street	Cottonwood	AZ	186	5	28	2	1	221
203103	MGUSA	2370 West Hwy 89 A	Sedona	AZ	185	4	25	1	1	217
203110	MGUSA	118 North 2Nd Avenue	Sheldon	IA	61	5	16	0	1	83
203114	MGUSA	507 East Wise Street	Bowie	TX	157	5	35	6	1	203
203115	MGUSA	427 Edwardsville Road	Troy	IL	104	6	21	-	1	132
203116	MGUSA	684 N Bisbee Avenue	Wilcox	AZ	176	10	35	3	1	224
203117	MGUSA	261 Navajo Blvd	Holbrook	AZ	156	2	34	2	1	195
203121	MGUSA	100 West Arizona	Ruston	LA	151	3	28	4	1	186
203123	MGUSA	1045A Frontage Drive East	Wiggins	MS	129	7	31	11	1	179
203138	MGUSA	27 East Main Street	Tremonton	UT	198	15	23	4	1	240
203139	MGUSA	166 Front Street	Evanston	WY	106	14	22	2	1	145
203143	MGUSA	595 Main Street	Billings	MT	253	10	40	1	1	305
203145	MGUSA	312 West Madison Avenue	Belgrade	MT	166	2	24	1	1	194
203146	MGUSA	1520 3Rd Street Nw	Great Falls	MT	197	16	25	1	1	240
203147	MGUSA	305 1St Avenue South	Laurel	MT	156	8	33	1	1	199
203154	MGUSA	1106 West Park	Livingston	MT	128	5	30	1	1	165
203161	MGUSA	2116 Freedom Road	Trinidad	CO	108	9	32	1	1	149
203165	MGUSA	1111 West Victory Way	Craig	CO	172	15	35	1	1	224
203166	MGUSA	1100 W Main	Sterling	CO	140	5	9	4	1	158
203177	MGUSA	1118 Highway 11 W Ste F	Church Hill	TN	116	4	29	1	1	150
203181	MGUSA	Route 22 And Fourth Street	Huntingdon	PA	153	3	27	0	1	184
203183	MGUSA	712 North Main P O Box 183	Taylor	AZ	127	12	36	1	1	175
203185	MGUSA	514 Lincoln Road	Monroe	LA	-	38	28	23	1	90
203190	MGUSA	726 West Main Street	Fremont	MI	158	3	24	6	1	192
203192	MGUSA	231 North Walton Blvd	Bentonville	AR	194	6	26	4	1	231
203193	MGUSA	211 1St Ave Ne	Cambridge	MN	173	7	31	0	1	211
203197	MGUSA	453 Lake Park Road	Lake Park	GA	98	5	31	4	1	138
203202	MGUSA	200 South Gardner	Scottsburg	IN	184	9	24	5	1	223
203205	MGUSA	229 Apple Square Plaza	Edgefield	SC	57	8	36	1	1	103
203212	MGUSA	3901 B Cleveland Highway	Varnell	GA	133	4	32	3	1	172
203213	MGUSA	3200 Greenwich Road	Norton	OH	138	2	29	(0)	1	170
203215	MGUSA	266 West Main Street	Malone	NY	185	2	39	0	1	226
203218	MGUSA	254 Foothills Center Drive	West Union	SC	227	8	31	4	1	272
203220	MGUSA	1821 Louisa Street	Rayville	LA	-	15	34	17	1	66
203226	MGUSA	538 Island Ford Road	Madisonville	KY	121	7	20	2	1	152
203234	MGUSA	59 Central Avenue	Ilion	NY	181	12	19	-	1	214
203237	MGUSA	1008 West B Street	Mccook	NE	88	5	22	1	1	117
203240	MGUSA	1812 East Madison	Bastrop	LA	145	6	28	13	1	192
203241	MGUSA	235 Old Capital Plaza Nw Suit	Corydon	IN	142	2	32	1	1	177
203243	MGUSA	2602 Harry Nichols Drive	Madison	IN	178	5	28	4	1	216
203247	MGUSA	174180 East Main Street	Gouverneur	NY	112	32	37	0	1	182
203257	MGUSA	100 Commerce Drive	Maumelle	AR	186	10	28	2	1	228
203258	MGUSA	717 E Atlantic Street	South Hill	VA	159	8	24	3	1	194
203261	MGUSA	3390 Old Hakeakala Hwy	Pukalani	HI	235	7	47	0	1	290

203275	MGUSA	1032 West Kern St	Taft	CA	268	8	46	1	1	324
203290	MGUSA	332 South Main Street	Belton	SC	143	4	30	5	1	183
203291	MGUSA	2235 West Every Brothers Boul	Powderly	KY	133	6	25	3	1	167
203292	MGUSA	7713 State Road 21 And 73	Wautoma	WI	93	7	28	3	1	132
203294	MGUSA	2740 Pine Street	Arkadelphia	AR	149	11	23	3	1	186
203297	MGUSA	9 Charleston Street	Wellsboro	PA	150	3	21	0	1	176
203308	MGUSA	1017 Paris Road	Mayfield	KY	124	4	32	3	1	164
203322	MGUSA	1409 Pacific Avenue	Woodland	WA	122	2	19	4	1	147
203327	MGUSA	40 Sokokis Trail	East Waterboro	ME	155	4	24	4	1	188
203329	MGUSA	1025 Ninth Street West	Columbia Falls	MT	210	2	17	2	2	233
203332	MGUSA	921 N Dupont Highway	Milford	DE	98	12	27	0	1	139
203341	MGUSA	116 E Glenwood Avenue	Smyrna	DE	259	2	48	0	1	310
203345	MGUSA	711 Washington Avenue	Chestertown	MD	158	4	29	2	1	195
203354	MGUSA	500A South 12Th Street	Murray	KY	150	7	27	3	1	187
203359	MGUSA	113 E Water Street	Muncy	PA	97	4	23	-	1	124
203365	MGUSA	175 North Miriam Street	Nappanee	IN	165	8	29	2	1	205
203370	MGUSA	108 North Mill Street	Pryor	OK	145	5	28	6	1	184
203373	MGUSA	115 North Granite Avenue	Granite Falls	WA	110	18	25	4	1	157
203376	MGUSA	150 Sam Walton Drive	Sparta	TN	147	8	29	3	1	188
203393	MGUSA	130 Amicks Ferry Road	Chapin	SC	153	7	29	4	1	194
203413	MGUSA	124 6Th Avenue Ne	Devils Lake	ND	174	6	22	0	1	204
203416	MGUSA	266 3Rd Avenue West	Dickinson	ND	151	2	18	0	1	172
203419	MGUSA	610 W Main St	Rockwell	NC	138	6	25	2	1	172
203428	MGUSA	746 E White Mountain Blvd	Pinetop	AZ	219	5	22	2	1	249
203430	MGUSA	109 N Hervey Street	Hope	AR	162	10	30	1	1	204
203433	MGUSA	425 South Elm Suite 3	Toppenish	WA	169	4	16	5	1	195
203434	MGUSA	2013 North Hwy 7	Pleasant Hill	MO	142	13	34	6	1	195
203436	MGUSA	2736 Fairground Road	Goochland	VA	141	2	26	5	1	175
203440	MGUSA	1600 East 1St Street	Pratt	KS	233	4	40	3	1	280
203442	MGUSA	702 South Main Street	Moab	UT	112	4	19	4	1	140
203443	MGUSA	21 South Spring Street	Buckhannon	WV	147	3	27	4	1	182
203445	MGUSA	917 South State St	Yadkinville	NC	86	3	20	2	1	112
203446	MGUSA	796 Valley Road	Mocksville	NC	90	2	19	1	1	112
203454	MGUSA	5273 Us Hwy 158	Advance	NC	138	0	20	1	1	161
203459	MGUSA	1925 N Street Suite C	Newman	CA	184	15	32	3	1	235
203460	MGUSA	907 Rain Forest Parkway	Columbia	MO	162	6	22	4	1	195
203463	MGUSA	1310 E Pine	Deming	NM	125	4	27	2	1	160
203464	MGUSA	220 South Main	Sikeston	MO	96	3	20	2	1	122
203467	MGUSA	S 1313 Main Street	Weaverville	CA	161	9	25	2	1	198
203470	MGUSA	W 1516 Broadway	Bloomfield	NM	147	4	28	3	1	183
203471	MGUSA	14260 A Horizon	Horizon City	TX	161	3	35	7	1	207
203475	MGUSA	704 Hovey Street	Bridgeport	TX	146	7	39	6	1	199
203479	MGUSA	300 North Main St	Bristow	OK	67	9	31	4	1	112
203485	MGUSA	115 East Main St	Stigler	OK	38	11	8	4	1	61
203487	MGUSA	715 9Th Avenue Se	Watertown	SD	138	4	17	0	1	159
203491	MGUSA	813 East Main Street	Cobleskill	NY	149	9	33	-	1	192
203494	MGUSA	300 East Sunflower	Cleveland	MS	155	5	31	10	1	202
203506	MGUSA	North 295 Western Drive	Pacific	MO	152	9	23	7	1	191
203508	MGUSA	600 W Dickinson Street	Fort Stockton	TX	-	4	38	15	1	58
203509	MGUSA	2009 East Jackson Blvd	Jackson	MO	105	8	29	6	1	148
203526	MGUSA	402 West Lincoln Avenue	Fergus Falls	MN	155	5	21	0	1	181
203528	MGUSA	11092 Highway 51 North	Atoka	TN	145	8	28	2	1	185
203529	MGUSA	245 W Broadway	Saranac Lake	NY	118	9	42	-	1	169
203532	MGUSA	524 East Cedar Avenue	Gladwin	MI	75	7	31	5	1	120
203535	MGUSA	1110 Visalia Road Ste 100	Exeter	CA	301	4	34	3	1	343
203537	MGUSA	363 Versailles Road	Frankfort	KY	130	9	29	2	1	171
203539	MGUSA	409 South 200 East	Roosevelt	UT	181	1	30	5	1	218
203543	MGUSA	2419 Murphy Mill Road	Dothan	AL	190	8	33	4	1	236
203545	MGUSA	2990 Highway 28 East	Pineville	LA	153	3	29	8	1	195
203547	MGUSA	1940 Old Highway 66	Edgewood	NM	171	5	31	2	1	210
203552	MGUSA	1045 West Jefferson Street	Greenfield	OH	161	4	29	(0)	1	194
203555	MGUSA	140 Columbia Center	Columbia	IL	127	8	24	0	1	160
203570	MGUSA	720 South Ash Street	Buffalo	MO	116	5	25	4	1	151
203572	MGUSA	2785 A Highway 15 South	Bay Springs	MS	27	1	20	5	1	54
203574	MGUSA	2943 Ft Campbell Blvd	Hopkinsville	KY	165	5	27	2	1	200
203578	MGUSA	735 Kalamazoo Avenue	Paw Paw	MI	386	5	18	7	1	417
203581	MGUSA	420 West Main Street	Carson City	MI	99	7	11	5	1	123
203584	MGUSA	1050 West Main	Locust	NC	116	6	22	2	1	147
203585	MGUSA	1732 South Main Street	Saint Martinville	LA	-	11	26	12	1	49
203601	MGUSA	1743142Nd	Dorr	MI	61	2	22	2	1	88
203605	MGUSA	101 East Bow St	Cherokee	IA	102	6	18	0	1	127
203607	MGUSA	527 West Marion Road Ste E	Mount Gilead	OH	126	2	24	(0)	1	153
203609	MGUSA	165 Wal Mart Way	Maysville	KY	175	4	25	4	1	209
203610	MGUSA	300 South Poplar Street Po	Elizabethtown	NC	147	2	40	3	1	192
203611	MGUSA	500 Hwy 40	Odessa	MO	130	10	33	2	1	175

203618	MGUSA	200 North Madera Avenue	Kerman	CA	185	4	31	3	1	223
203620	MGUSA	1655 Hwy 10 West	Detroit Lakes	MN	141	9	28	0	1	179
203622	MGUSA	5520 Platt Springs Road	Lexington	SC	152	8	31	4	1	197
203623	MGUSA	1428 Remington Ave	Thomasville	GA	176	4	27	4	1	211
203628	MGUSA	1533 N Linden Road	Kuna	ID	157	8	18	6	1	191
203641	MGUSA	102 West Main St	Louisville	OH	90	3	20	(0)	1	114
203644	MGUSA	2815 Cleveland Avenue South	Canton	OH	126	20	39	(0)	1	186
203647	MGUSA	919 State Rt 46	Columbiana	OH	76	2	22	(0)	1	101
203649	MGUSA	1410 Valley View Drive	Delta	CO	227	6	27	2	1	263
203651	MGUSA	9321 Cherry Valley Ave	Caledonia	MI	162	1	23	6	1	193
203654	MGUSA	311 2Nd Avenue Nw	Cullman	AL	153	1	31	4	1	191
203655	MGUSA	5408 Summerville Road	Phenix City	AL	170	8	40	28	1	247
203658	MGUSA	2823 10Th Street	Great Bend	KS	148	14	20	3	1	186
203660	MGUSA	909 4Th Ave South	Denison	IA	131	3	17	0	1	152
203661	MGUSA	535 South Jefferson	Lebonan	MO	133	4	25	4	1	166
203662	MGUSA	416 East 4Th Street	Eldon	MO	118	11	23	2	1	156
203663	MGUSA	200 1St Avenue Se Ste #1	Oelwein	IA	171	3	30	0	1	205
203664	MGUSA	720 Business 61 South	Bowling Green	MO	117	6	29	4	1	155
203667	MGUSA	129 Fowler Street Ste A	Gentry	AR	73	4	24	3	1	104
203675	MGUSA	120 W George B Mowad Hwy	Oakdale	LA	116	14	27	8	1	166
203677	MGUSA	8751 Lincoln Hwy	Bedford	PA	131	9	21	0	1	161
203678	MGUSA	443 South Broadway	Joshua	TX	194	4	48	15	1	261
203679	MGUSA	409 N Buckeye Avenue	Abilene	KS	115	3	35	2	1	155
203682	MGUSA	1505 Benzie Hwy Suite 101	Benzonia	MI	116	2	24	6	1	148
203694	MGUSA	704 Broadway	Paintsville	KY	43	9	28	2	1	83
203700	MGUSA	150 South Curtis	Pea Ridge	AR	84	16	26	3	1	130
203701	MGUSA	412 Broadwater Street	Malden	MO	129	10	26	6	1	171
203707	MGUSA	602 West State Street	Hastings	MI	134	12	64	6	1	217
203715	MGUSA	1294 E Downing Ste 4	Tahlequah	OK	157	3	29	4	1	194
203717	MGUSA	1210 W Kings Hwy	Paragould	AR	131	5	28	2	1	167
203721	MGUSA	613 West Emmitt Avenue	Waverly	OH	113	4	28	(0)	1	146
203726	MGUSA	6279 Sissonville Road	Charleston	WV	124	5	30	5	1	165
203729	MGUSA	41 Williams Drive	Spencer	WV	124	1	27	9	1	162
203736	MGUSA	1110 E St Peters Street	New Iberia	LA	179	9	30	8	1	227
203769	MGUSA	1320 W 3Rd	Alliance	NE	114	4	17	1	1	137
203774	MGUSA	611 Valley Drive Unit A	Wayne	NE	102	13	28	2	1	146
203778	MGUSA	909 Commerce Drive	Ligonier	IN	186	11	38	5	1	241
203782	MGUSA	1601 Jackson Street	Jacksonville	TX	156	10	44	8	1	218
203794	MGUSA	806 State Road 114 W	North Manchester	IN	182	11	42	4	1	240
203799	MGUSA	4186 Highway 64 Suite B	Kirtland	NM	136	3	22	2	1	163
203803	MGUSA	900 South St Marys Road	St. Mary'S	PA	127	10	21	0	1	159
203808	MGUSA	9003 Richlands Hwy	Richlands	NC	90	7	29	1	1	129
203812	MGUSA	10650 State Route 21	Hillsboro	MO	113	7	19	5	1	145
203813	MGUSA	580 Us Highway 18 West	Clear Lake	IA	135	6	24	0	1	165
203816	MGUSA	813 Superior St	Webster City	IA	155	5	36	0	1	197
203817	MGUSA	1020 East Main Suite A	Union	MO	148	15	27	7	1	198
203818	MGUSA	514 Park Center	Rainelle	WV	88	7	21	7	1	124
203820	MGUSA	13180 Garrett Hwy	Oakland	MD	151	2	40	3	1	197
203821	MGUSA	902 East Atkins Street	Dobson	NC	143	3	38	2	1	187
203822	MGUSA	452 Finnie Flat Road Ste A	Camp Verde	AZ	160	2	29	1	1	192
203837	MGUSA	14100 Ranch Road 12 Ste 100	Wimberley	TX	145	5	26	2	1	179
203840	MGUSA	701 Us Hwy 29 Bypass	China Grove	NC	134	3	21	2	1	161
203844	MGUSA	14 West Brimmer Avenue	Watsonstown	PA	140	4	39	-	1	184
203845	MGUSA	1166 South Mccrary Street	Woodbury	TN	-	17	20	8	1	46
203850	MGUSA	196 W River Valley Drive	Newaygo	MI	235	10	29	6	1	282
203853	MGUSA	1887 Holton Road	North Muskegon	MI	195	2	24	4	1	227
203854	MGUSA	358 Reno Drive	Wayland	MI	165	9	21	6	1	202
203860	MGUSA	1631 Bruce Smith Pkwy	West Plains	MO	168	3	20	7	1	199
203861	MGUSA	623 East Main St	Maiden	NC	117	5	23	2	1	147
203864	MGUSA	300 West Clinton St	Gray	GA	180	(2)	28	4	1	211
203870	MGUSA	101 Mbl Bank Drive	Minden	LA	175	13	38	6	1	233
203873	MGUSA	3165 East Roane Avenue	Eupora	MS	-	19	29	10	1	59
203880	MGUSA	281 Hwy 701 North	Loris	SC	124	4	18	3	1	151
203885	MGUSA	257 Johnstown Center Drive Un	Johnstown	CO	133	4	21	3	1	161
203886	MGUSA	2491 Tongass Avenue	Ketchikan	AK	218	6	72	4	1	302
203891	MGUSA	3110 Tower Avenue Space 1	Superior	WI	148	1	24	4	1	178
203894	MGUSA	555 Depot Street	Franklin	NC	128	6	37	2	1	174
203895	MGUSA	118 W Main St	Hartford	MI	117	8	24	6	1	156
203899	MGUSA	1084 Campbell St	Baker City	OR	124	4	18	5	1	151
203900	MGUSA	1051 W State Road	Belding	MI	184	3	24	7	1	220
203903	MGUSA	1001 W Michigan Avenue	Three Rivers	MI	197	9	27	10	1	244
203906	MGUSA	597 Whitman Street	Orangeburg	SC	246	6	31	6	1	290
203913	MGUSA	807 North Broadway	Cleveland	OK	-	24	22	8	1	55
203916	MGUSA	9371 Cedar St	Monticello	MN	187	3	37	0	1	228
203919	MGUSA	124 E Prairie St	Vicksburg	MI	114	3	23	4	1	144

203920	MGUSA	1515 N Broadway Street	Red Oak	IA	117	4	26	0	1	148
203921	MGUSA	1606 Kowaliga Road	Eclectic	AL	-	13	27	6	0	46
203922	MGUSA	530 4Th Ave Se	Red Bay	AL	-	42	21	4	1	68
203923	MGUSA	1592 Hwy 100	Centerville	TN	-	7	25	7	1	40
203924	MGUSA	2537 East Lyon Station Road	Creedmoor	NC	170	7	30	2	1	210
203925	MGUSA	6613 W Commercial Park Avenue	Rathdrum	ID	158	1	18	5	1	182
203928	MGUSA	908 Rees St	Breaux Bridge	LA	115	10	43	7	1	176
203940	MGUSA	10 Crosswinds Drive	Cloverdale	IN	120	2	21	2	1	146
203947	MGUSA	307 East Veterans	Calhoun City	MS	-	10	21	9	1	40
203949	MGUSA	917 Henderson Street	Palacios	TX	-	12	30	20	1	62
203950	MGUSA	1311 Woodmount Drive	Tuscarobia	AL	-	6	21	12	1	41
203961	MGUSA	230 East Idaho	Kalispell	MT	84	6	24	1	1	115
203962	MGUSA	2141 Hwy 2 East	Evergreen	MT	171	5	22	2	1	200
203982	MGUSA	801 Short Street	Decorah	IA	130	4	25	0	1	160
203983	MGUSA	1870 Commercial	Warsaw	MO	117	4	24	4	1	150
203986	MGUSA	420 W Hwy #22	Centralia	MO	135	5	26	5	1	171
203987	MGUSA	#10 Wildcat Drive Ste A	Wright City	MO	148	8	19	5	1	180
203988	MGUSA	762 South Broadway	Geneva	OH	137	3	31	(0)	1	172
203990	MGUSA	1114 Commercial Avenue	Coleman	TX	-	8	34	16	1	59
203991	MGUSA	2608 N Main Ste E	Belton	TX	194	2	36	7	1	241
203993	MGUSA	52530 Main Street	Mattawan	MI	135	6	27	4	1	174
203994	MGUSA	500 North 8Th Street	Haskell	TX	-	39	28	16	1	84
203998	MGUSA	333 South Main St	Marysville	OH	254	5	39	(0)	1	299
204004	MGUSA	397 Hyde Park Road Suite 100	Leechburg	PA	131	8	22	0	1	162
204009	MGUSA	6005 East Us Route 60	Barboursville	WV	131	10	22	7	1	170
204014	MGUSA	1201 South Ward Street Ste	Stockton	MO	94	6	29	3	1	133
204015	MGUSA	1060 Spillway Circle	Brandon	MS	192	3	30	5	1	230
204019	MGUSA	330 West Washington St	Bath	NY	109	8	29	0	1	147
204023	MGUSA	100 Kingsbury Blvd	Fredericktown	MO	127	28	27	7	1	190
204024	MGUSA	634 Main Street	Lander	WY	139	12	21	3	1	176
204026	MGUSA	503 S Henry Clay Blvd	Ashland	MO	168	6	23	4	1	202
204029	MGUSA	708 North 5Th Street	Montevideo	MN	136	1	25	0	1	162
204031	MGUSA	S 1100 Louise Street	Salem	MO	135	3	27	7	1	172
204034	MGUSA	518 North Jefferson Street Su	Lewisburg	WV	150	2	26	5	1	184
204038	MGUSA	100 Bolivar Road	Wellsville	NY	139	5	22	-	1	167
204048	MGUSA	2832 Pike Street Ste 1	Parkersburg	WV	141	6	22	6	1	177
204053	MGUSA	1005 South Lincoln Ave	Jerome	ID	93	5	21	3	1	122
204054	MGUSA	800 S Greeley Hwy Unit A	Cheyenne	WY	163	5	20	3	1	191
204060	MGUSA	30185 Triangle Drive	Mechanicsville	MD	208	11	52	3	1	275
204070	MGUSA	101 Cottontwood Mill Road	Tunnel Hill	GA	140	2	34	2	1	179
204075	MGUSA	107 West Ray Fine Blvd Unit	Roland	OK	151	2	29	4	1	187
204076	MGUSA	366 W Travis Street	La Grange	TX	154	2	30	4	1	190
204077	MGUSA	4130 9Th Ave West	Hibbing	MN	202	4	29	0	1	235
204079	MGUSA	419 South Broadway Avenue	Buhl	ID	112	2	22	9	1	146
204093	MGUSA	Bldg 129 Gold Vault Road	Fort Knox	KY	3	3	8	1	1	17
204096	MGUSA	234 South State Street Ste B	Rigby	ID	102	7	24	10	1	144
204100	MGUSA	41 North Morey Road	Lake City	MI	105	4	26	3	1	139
204102	MGUSA	304 West Evergreen Ave	Palmer	AK	288	12	30	0	1	330
204103	MGUSA	110 East Saint Peter Street	Carencro	LA	28	6	19	2	1	57
204115	MGUSA	928 S Hwy 377 Ste 200	Aubrey	TX	123	2	28	4	1	158
204137	MGUSA	1104 Hutchings Avenue	Ballinger	TX	-	5	28	15	1	49
204143	MGUSA	1008 North Main St	Williston	ND	156	1	18	0	1	176
204147	MGUSA	423 North Main St	Crookston	MN	131	4	22	0	1	158
204154	MGUSA	1650 Starlite Drive Ste L	Owensboro	KY	159	2	39	2	1	202
204157	MGUSA	1009 West Wisconsin Avenue	Sparta	WI	139	9	26	1	1	175
204169	MGUSA	1100 West Church Road Ste 121	Southaven	MS	147	4	26	8	1	187
204171	MGUSA	318 S Main St	Lindale	TX	138	5	40	8	1	192
204218	MGUSA	334 E Mt Vernon Blvd	Mt. Vernon	MO	141	4	23	7	1	176
204229	MGUSA	1407 E 7Th Street	Atlantic	IA	157	3	26	0	1	187
TOTAL					190,939	10,123	36,418	4,817	808	243,105